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CURRENT TOPICS.

ON MONDAY last, in the House of Commons, Mr. BUTCHER had set down the following question:

To ask Mr. Attorney-General whether his attention has been drawn to the fact that the experimental period of three years has now elapsed since the making of the first Order in Council with reference to compulsory registration of title to land under the Land Transfer Act, 1897? Whether he is aware that the Chief Assistant Registrar of the Land Registry has stated that the intention of the Act was that the experiment of making registration compulsory should have a trial of at least three years in the county first selected, and that after the expiration of three years from the making of the first order an Order in Council might be made making registration compulsory in any other county, but only on the invitation of the county council of the county to be affected? And, in order to furnish full information as to the working of the system of compulsory registration in the County of London, so as to enable county councils to decide whether they should exercise their power of recommending the adoption of compulsory registration in any county, whether his Majesty's Government will take steps to appoint a Parliamentary or other independent committee to inquire into and report on the working of the system of compulsory registration in London?

The reply to this question had the honour of being the first answer which, under the new regulations, was not made orally in the House, but was circulated with the Parliamentary papers. It is as follows:

Answered by Mr. Attorney-General: Three years have elapsed since the provisions of the Land Transfer Act with regard to compulsory registration of title came into operation. I am not aware what statements have been made by the Chief Assistant Registrar of the Land Registry, but the Act itself provides that no orders after the first should be made for three years, and gives the initiative to the county councils. There is no intention of appointing a committee to inquire into the working of compulsory registration in London, as it does not appear to his Majesty's Government that there is any sufficient case for the appointment of such a Committee.

IT MAY NOW, therefore, be taken as clear that the authorities are firmly resolved that no inquiry into the working of the experiment of compulsory registration in London shall be made; no doubt a prudent course, since such an inquiry would shew that the only result of compulsory registration has been to cause great expense, delay, and annoyance to landowners and solicitors. It may, we believe, be further taken that the authorities

intend to spare no means to procure the extension of the system throughout the country, probably commencing with Yorkshire, the existing registries in which afford a convenient nucleus for the new system. It was recently stated in an evening newspaper, which has on some previous occasions been the medium of communications from an official of the Registry, that "there is a good appointment 'going' at Wakefield, viz., the office of Registrar of the Deeds Registry, and that as the Land Transfer Act of 1897 may in the near future be applied by Order in Council to this county, the work will require a good lawyer who can adapt a new system to existing conditions with facility and decision." And we may add to this, that, if rumour is correct, it is to be feared that the authorities are looking about for means of freeing themselves from the inconvenient fetters imposed on them by the pledges on the strength of which the Land Transfer Act, 1897, was passed into law.

A BILL has been introduced by Sir ALBERT ROLLIT, supported by Sir HENRY FOWLER, to "declare and amend the law of bankruptcy in relation to the after-acquired property of a bankrupt." In respect of the power of a bankrupt to deal with his after-acquired property there is a marked distinction between real and personal property. The rule with regard to property generally is that "until the trustee intervenes, all transactions entered into by a bankrupt after his bankruptcy with any person dealing with him *bonâ fide* and for value, in respect of his after-acquired property, whether with or without knowledge of the bankruptcy, are valid against the trustee: *Cohen* v. *Mitchell* (38 W. R. 551, 25 Q. B. D. 262). But the rule does not apply to realty. "I have never yet," said LINDLEY, L.J., in *Re New Land Development Association and Gray* (40 W. R. 551; 1892, 2 Ch. 138), "heard it suggested by anybody that the doctrine had the slightest application to real estate, which passes by conveyance, and not by delivery." This remark applies equally to leaseholds, but CHITTY, J., in *Re Clayton and Barclay's Contract* (43 W. R. 549; 1895, 2 Ch. 212), declined to make them a further exception to the rule in *Cohen* v. *Mitchell*. Such being the somewhat anomalous state of the law, the present Bill proposes to introduce uniformity by making that rule universal. By clause 1 the title of a bankrupt to after-acquired property is to be deemed to have been valid against the trustee in favour of "any person deriving title to such property under, or making any payment, conveyance, transfer, or delivery of such property to, or by the direction of, the bankrupt in good faith, and for valuable consideration, after the order of adjudication, without notice that the trustee has intervened and claimed the property, and whether with or without notice of the bankruptcy." A further part of the same clause protects trustees and others making, otherwise than for valuable consideration, any conveyance or delivery of such property to, or by the direction of, the bankrupt in good faith.

WE PRINT elsewhere a letter from a correspondent inquiring on what grounds the Inland Revenue authorities base the claim, to which we referred last week (*ante*, p. 458), to *ad valorem* duty on transfers made upon the retirement of a trustee where no new trustee is appointed, and a similar inquiry has been made of us by a learned friend. That *ad valorem* duty might become payable upon a transfer of trust property solely as between trustees is obviously contemplated by the proviso to section 62 of the Stamp Act, 1891, by which such duty is expressly excluded in the case of a conveyance or transfer made for effectuating the appointment of a new trustee. And an examination of the schedule under the head of "conveyance" shews to what classes of property the proviso was meant to apply. *Ad valorem* duty is payable in general only upon a conveyance on sale, and of course this head is here quite inapplicable; but there is an *ad valorem* duty of 2s. 6d. per £100 payable on a "conveyance or transfer whether on sale *or otherwise*" of Canada Inscribed Stock and of Colonial Stock to which the Colonial Stock Act, 1877, applies; and under "conveyance or transfer . . . of any security" there is a reference to "mortgage, &c." and "marketable security," by which the duties payable under those headings are introduced that is, on the transfer of a mortgage there is payable the *ad valorem* duty of 6d. per £100 *of the amount transferred*, whatever be the cause of the transfer. Marketable securities, under which head debentures will usually be included, are not subject to *ad valorem* duty upon a transfer otherwise than on sale or mortgage. Then, turning back to the head "conveyance," we have the fixed duty of 10s. upon a "conveyance or transfer of any kind not hereinbefore described," with a reference to section 62, containing the proviso mentioned above. It appears, then, that, but for the proviso, there would be payable upon a transfer made upon the appointment of a new trustee *ad valorem* duty in respect of Colonial Stocks coming within the schedule description and of mortgages. Practically the matter of most importance is the transfer of mortgages, and it would seem that the *ad valorem* duty is payable in any case not within the proviso. In principle, of course, the proviso should extend as much to transfers made by a retiring trustee to continuing trustees as to transfers to a new trustee, and the Inland Revenue authorities might properly, we imagine, apply the proviso to transfers of the former kind. If they decline to do so, we fear there is no recourse save to the Legislature.

AN IMPORTANT question as to the service of notice to quit in the case of an agricultural holding was decided by the Court of Appeal in *Van Grutten* v. *Trevenen* (reported elsewhere). By section 28 of the Agricultural Holdings Act, 1883, "any notice . . . under this Act may be served on the person to whom it is given . . . by sending it through the post in a registered letter addressed to him [at his last known place of abode in England] . . . and in order to prove service by letter, it shall be sufficient to prove that the letter was properly addressed and posted, and that it contained the notice . . . to be served." If a notice to quit falls within the provision, it is obvious that a landlord who sends the notice by registered letter, and preserves proper evidence, avoids a good many possible difficulties in proving effective service. In the present case, for instance, a curious hitch arose between the postman and the tenant. The tenant refused to sign for the registered letter until he got it, and the postman refused to give it him until he signed. In the result the postman took it back to the post office, but the jury found that the tenant, when he saw the letter, suspected that it contained a notice to quit. Whether there was under these circumstances a good service at common law must remain a matter of speculation. Section 33 of the Act of 1883 substitutes, in the case of an agricultural tenancy, a year's notice to quit for the half-year's notice required by law. Such a notice might seem to be in all other respects than its length an ordinary notice to quit and subject to the incidents of an ordinary notice, but since it can only be given by virtue of the Act, it is a notice given under the Act within the meaning of section 28, and hence it ranks as such a notice for the purpose of service. So the Court of Appeal have held, supporting the judgment of CHANNELL, J., and it follows that proof of the proper posting of the letter was sufficient proof of service, whatever might happen as to actual delivery. The Legislature does not seem to have foreseen the nice point as to whether delivery was to precede signature or not, though with a little ingenuity the postman and the tenant could probably have made the two operations simultaneous.

WHEN A farmer sells milk exactly as it was yielded by the cow, it must be very hard for him to understand how he can possibly be guilty under the laws against adulteration. And if under such circumstances he is prosecuted and convicted, he will doubtless have a great deal of sympathy in so apparently preposterous a situation. In the case of *Smithies* v. *Bridge* (reported elsewhere) a Divisional Court heard an appeal from quarter sessions by a farmer who had been convicted in exactly these circumstances. It was proved that the milk had been sold as given by the cow, but that it was deficient in fat according to the Board of Trade standard. The extraordinarily poor quality of the milk was explained by improper milking arrangements. The farmer was prosecuted and convicted under section 6 of the Food and Drugs Act, 1875, for selling to the prejudice of the

purchaser milk not of the nature and quality demanded. Against this conviction he appealed, and he succeeded in dividing the court and getting some sympathy, although he did not succeed in getting his conviction quashed or in persuading the majority of the court. Now it is clear that the Board of Trade standard does not supply conclusive evidence as to purity. It only provides *primâ facie* evidence, which certainly may in some cases be rebutted. Here, however, the purchaser who demanded new milk was justified in expecting to receive milk that was not so deficient in fat as to be incapable of being described as new milk. This was what he did receive. It seems clear, therefore, that he received milk not of the nature and quality he demanded, and that he was prejudiced. Hence, as it is well established that no guilty knowledge need be proved in a charge under section 6, the seller of the milk apparently brought himself within that section, and so a majority of the court held. If the seller of the milk were absolutely free from all blame in the matter, sympathy for him would probably be undiluted. It was proved, however, that the improper milking arrangements were the cause of the condition of the milk, and that he ought to have known that the arrangements were improper. This does not imply any moral guilt, and so the farmer may consider that he is a victim of one of the rare exceptions to the rule of law that *mens rea* must be proved to convict of any offence. Although in this case the defence was no doubt *bonâ fide*, still the result is fortunate; for such a defence might easily be set up fraudulently, and might often succeed, if the opinion of the minority of the court had prevailed.

Persons who have been incommoded by perambulators and mail-carts while passing along the footways of London will read with interest a decision given by one of the metropolitan police magistrates a few days ago. Summonses having been issued by the police authorities against the defendant and her sister-in-law, it appeared that they walked abreast with a perambulator and mail-cart, and although the footway was crowded with pedestrians, and they were requested to walk singly, they refused to do so. Mr. Garrett, the magistrate, took time to consider the law, and in giving his decision referred to the Metropolitan Police Act, 1839 (2 & 3 Vict. c. 47), s. 54, which, by sub-section (7), enacts that "every person who shall lead or ride any horse or other animal, or draw or drive any cart or carriage, sledge, truck, or barrow upon any footway or curb-stone" shall be liable to a penalty. The magistrate appears to have thought that it was doubtful whether under this Act any perambulators could be wheeled on the footway, but he also referred to section 72 of the Highway Act, 1835, by which "any person who shall wilfully lead or drive any carriage of any description or any truck or sledge upon any footpath . . . or shall wilfully obstruct the passage of any footway" is made liable to a penalty; and to the fact that this Act had been held in *Back* v. *Holmes* (57 L. J. M. C. 37) to apply to the Metropolis. He considered that there was evidence of a wilful obstruction under section 72, and that the defendants were guilty, but thought that the justice of the case would be met by ordering them to pay the costs of the summonses. The defendants cannot, we think, complain of being restricted to a reasonable use of the footway, but if the magistrate's view of the proper construction of section 54 of the Metropolitan Police Act be correct, we think that some amendment of the law is required. It would be impossible to wheel children in perambulators along some of the crowded carriage roads in London, and there is nothing to shew that the Legislature in section 54 intended to alter the general law as to the obstruction of footways. In *Reg.* v. *Mathias* (2 F. & F. 576), an indictment tried before Byles, J., in 1861, it was contended that there was no right to wheel a perambulator along a public footway in Clifton leading from a road into a square, and it was urged that where a man has granted a right of way over his property it is going beyond his grant to use hand carriages or carts upon it. Byles, J., directed the jury that the owner of the soil might remove anything that incumbered his close, "except such things as were usual accompaniments of a large class of foot passengers, being so small and light as not to be a nuisance to other passengers, &c." If this be taken to be a correct statement of the general law, the presence of a perambulator on foot-pavements is not necessarily a nuisance. It cannot be denied, however, that the common law has not made sufficient provision for our crowded streets and footways.

A successful attempt was made in the well-known case of *Powell* v. *The Kempton Park Racecourse Co.* (47 W. R. 585; 1899, A. C. 143) to procure the reversal of a decision of a Divisional Court in a criminal matter in which there was no appeal. The same tactics have been followed recently with less success in connection with the coupon competitions which have been frequently before the courts, and often commented on in these columns. In the case of *Stoddart* v. *Hawke* (46 Solicitors' Journal, 31; 1902, 1 K. B. 353) it was held by a Divisional Court that to constitute an offence under section 1 of the Betting Act, 1853, by which it is made an offence to keep a house for the purpose of money being received in respect of bets, it is not necessary that the money should be intended to be received at the house itself or even within the United Kingdom. These competitions having been held to be illegal when the money was received at the defendant's office in London, he had carried on the same system, but had caused all money to be received on his behalf at Middelburg in Holland. The court, however, affirmed a conviction under the Act, and from this decision there was no appeal. The next that is heard of the matter is the bringing of two actions by persons who had risked their money in these competitions to recover that money. These actions, *Lennox* v. *Stoddart* and *Davis* v. *Stoddart*, were framed under section 5 of the Betting Act, 1853, which provides that any money received by the keeper of a betting-house for the consideration for any promise or agreement, express or implied, to pay any money, on the happening of any event or contingency relating to a horse-race, shall be deemed to have been received to the use of the person from whom it was received, and the money may be recovered by action. Two defences were raised; first, that as the competitions were conducted, the money being received in Holland, the defendants were not persons who kept a betting-house within the Act; secondly, that section 5 has been repealed by the Gaming Act, 1892. The first of these defences raised precisely the same point that was decided by the Divisional Court in *Stoddart* v. *Hawke*, and therefore in the court of first instance it was bound to fail. The other defence also failed to impress the court. This week these defences have been considered by the Court of Appeal. That court has fully upheld the decision of the Divisional Court on the first defence. What is forbidden by the Act is the keeping of a house "for the purpose of any money being received by or on behalf of" the person keeping it. First the Divisional Court, and now the Court of Appeal, have refused to read in the words "at that house" after the word "received," holding that to do so would defeat the obvious intention of the Legislature. In fact it would be exceedingly discreditable to our law if it could be evaded so easily. The other point is apparently a new one, and from its nature could not have been before the Divisional Court. It was argued that as the Gaming Act, 1892, makes any promise, express or implied, null and void if made in relation to any agreement made null and void by the Gaming Act, 1845, and forbids any action to be brought to recover any sum of money payable under such agreement, section 5 of the Act of 1853 is impliedly repealed. The Court of Appeal, however, refused to accept that theory, and held that an action under section 5 is not one which a person can bring as the result of any promise express and implied. It is a statutory action, not depending on contract, and is analogous to an action to recover a penalty. This latest attempt, therefore, to obtain an indirect overruling of a decision of a Divisional Court has so far failed, and we shall be surprised if this time the House of Lords takes any different view, in case the defendants risk a further appeal. There must be a strong presumption against the legality of what is an undisguised attempt to evade the law.

A curious instance of the application of the Statute of Limitations with respect to real property is afforded by the decision of Joyce, J., in *Hounsell* v. *Dunning* (1902, 1 Ch. 512). B. died intestate in 1869 possessed of copyholds held of the manor of Taunton Dene, and by the custom of

manor they devolved upon his widow (*ante*, p. 224). Besides his widow, he left a son P. and two daughters, of whom one was the plaintiff, Mrs. H. The widow died in 1870, having devised to her two daughters the "share" of her late husband's estate that she took on his decease. At the death of B. it was erroneously supposed that the copyholds devolved upon P., who was then an infant, as his father's heir-at-law. Accordingly, H., the husband of the elder daughter, collected the rents on his behalf—at any rate after the death of the widow—and expended them on his maintenance. P. attained twenty-one in 1877, and in the following year H. accounted to him for the rents received, and handed over to him the title-deeds of the property. P. remained in possession till his death in 1890, and it was not till after that event that the real facts as to the devolution of the copyholds after the death of the father were discovered. It then appeared that H., instead of receiving the rents for P., should have accounted for them to the widow and to the persons entitled under the widow's will. Since H. was himself entitled to a moiety in right of his wife, this meant that he should have retained one-half of the rents for himself for life. But it has already been decided in *Williams* v. *Pott* (L. R. 12 Eq. 149) that an owner who receives rents as agent for a stranger may thereby make the statute run against himself in favour of the stranger. Hence there could be no doubt that the title of H., who is still living, was long since barred. And so far as regarded his wife, although she was, at the time when her right accrued, under the disability of coverture, a disability which still continued, yet section 5 of the Real Property Limitation Act, 1874, imposes a maximum period of thirty years as the bar in cases of disability, and this had elapsed between the death of the widow in January, 1870, and the bringing of the action in September, 1900. Of course if H. went into possession on the death of B. in 1869, and not on the death of the widow—as was possibly the case—the result was still clearer, as the statute would run from 1869 against the widow and consequently against those claiming under her without any allowance for disability. In either case the daughters' title was barred. It may be noticed that in the case of women married after 1882 the disability of coverture is abolished: *Lowe* v. *Fox* (15 Q. B. D. 667).

We noticed last week (*ante*, p. 460) the decision of Farwell, J., in *Rimmer* v. *Webster* (*Times*, 26th ult.) on the priority of claimants to property, one of whom was bound to suffer through the fraud of a third party. A similar question arose in *Jared* v. *Walke*, decided by Byrne, J. (reported elsewhere). The plaintiff was mortgagee of property for £1,700, under a mortgage made in 1897, and employed A. as his solicitor. He left the deeds with A. for safe custody, and authorized him to receive the interest on this and other mortgages. In 1899 the equity of redemption was sold and conveyed to the defendant Walke for £465, and in the same year A., purporting to act for the plaintiff, gave notice calling in the mortgage money. Walke paid the £1,700 to A., as to £200 by cheques in favour of the plaintiff, and as to the remainder in bank-notes. A. forged the plaintiff's indorsement to the cheques and misappropriated the entire sum, continuing to pay interest to the plaintiff until he absconded. Meanwhile Walke, to whom A. had delivered the title deeds and a reconveyance purporting to be executed by Jared, but in fact forged, had mortgaged the property as unincumbered to the defendants Ponsford and Heron. When the fraud was discovered, Jared brought the action in order to enforce his mortgage of 1897, which he claimed to be still subsisting, and to have the title deeds delivered up. Practically the only defence was that he had constituted A. his agent to receive the mortgage money, and so had been repaid. But Byrne, J., refused to draw the inference that by leaving the deeds with A., and by authorizing him to receive the interest, he had given him general authority to receive the principal, even though he had employed A. in relation to his mortgage transactions generally, and not in regard to this particular mortgage alone. At the same time, the case, like many of its predecessors, suggests that this narrow application of the doctrine of agency is not obviously in accordance with ideal justice. It was by reason of the confidence which the plaintiff reposed in A. that the fraud was enabled to be committed, and it is at least a plausible opinion that it is the plaintiff who should suffer and not the defendant. A system of law which aimed at practical justice rather than subtle reasoning would probably divide the loss between the two parties.

SURRENDER OF SHARES.

The decision of the Court of Appeal this week in *Bellerby* v. *Rowland and Marwood's Steamship Co.* (*Limited*) (*Times*, 7th inst.) goes far to settle the question as to the validity of a surrender of shares which was left open in *Trevor* v. *Whitworth* (36 W. R. 145, 12 App. Cas. 409). Formerly, when the obligation imposed on a company by the Companies Act, 1862, to abstain from in any way, save by actual loss, reducing the amount of its capital was not fully realized, there was a tendency to sanction both the purchase by the company and the surrender of shares. "There is no doubt," said James, L.J., in *Trasdale's case* (L. R. 9 Ch. 54), "that a company may give itself power to purchase its own shares, to take surrenders of shares, and to cancel the certificates of shares." But subsequently the learned judge felt that in this *dictum* he had gone too far. In *Hope* v. *International Financial Society* (4 Ch. D. 327) he intimated doubt as to the purchase of shares, and he suggested that legitimate surrender must be confined to cases where the shares were accepted from a shareholder who was not in a position to pay further calls. "When the company," he said, "deals with an individual shareholder, and does what appears to be right under the circumstances—namely, to accept the surrender from the shareholder who cannot pay, and to release him from further liability—that might be good, although, incidentally and to a small extent, it may be said to diminish the capital." In the later case of *Re Dronfield Silkstone Coal Co.* (17 Ch. D. 76) Cotton, L.J., suggested that the objection of diminution of capital lay as much to the surrender or forfeiture as to the purchase of shares, and if the former transactions were to be valid a purchase could not necessarily be invalid. If, he said, a purchase of shares was to be held invalid on the ground that it was a reduction of the capital of the company, he did not see how a surrender or forfeiture of shares was ever to be supported. Hence the Court of Appeal upheld a clause in the articles of association authorizing the purchase of shares, to the extent of allowing a purchase for a purpose deemed to be specifically for the benefit of the company—as that a particular person should cease to be a member—but not to the extent of allowing a general trafficking in shares of the company.

But, as is well known, the possibility of a purchase by a company of its own shares was definitely rejected by the House of Lords in *Trevor* v. *Whitworth* (*supra*), a case in which the purchase-money had not been fully paid to the vendor before the company went into liquidation, and in which he was claiming as a creditor against the assets of the company for the unpaid balance. In other words, he was claiming a return of the capital to which the ordinary creditors were entitled to look for payment of their debts. This the House of Lords held to be clearly opposed to the principle that a company is not at liberty of its own accord to reduce the capital of the company save in the course of carrying on its proper business. "The capital," said Lord Herschell, "may, no doubt, be diminished by expenditure upon and reasonably incidental to all the objects specified [in the memorandum]. A part of it may be lost in carrying on the business operations authorized. Of this all persons trusting the company are aware, and take the risk. But I think they have a right to rely, and were intended by the Legislature to have a right to rely, on the capital remaining undiminished by any expenditure outside these limits, or by the return of any part of it to the shareholders." And he distinguished cases of forfeiture and surrender on the ground, as to forfeiture, that it was authorized by the Companies Acts, and as to both, that they did not involve any repayment by the company. "The forfeiture of shares," said Lord Herschell, "is distinctly recognised by the Companies Act, and by the articles contained in the schedule. . . . It does not involve any payment by the company, and it presumably exonerates from future liability those who

have shewn themselves unable to contribute what is due from them to the capital of the company. Surrender no doubt stands on a different footing. But it also does not involve any payment out of the funds of the company. If the surrender were made in consideration of any such payment, it would be neither more nor less than a sale, and open to the same objections. If it were accepted in a case when the company were in a position to forfeit the shares, the transaction would seem to me perfectly valid. There may be other cases in which a surrender would be legitimate"; and he referred to an observation of JESSEL, M.R., in *Re Dronfield Silkstone Coal Co.* (*supra*), whose judgment, disallowing altogether the purchase of shares, was reversed by the Court of Appeal: "It is not for me to say what the limits of surrender are which are allowable by the Act . . . because each case, as it arises, must be decided on its own merits." To the same effect was the judgment of Lord MACNAGHTEN in *Trevor* v. *Whitworth*. Referring to the express mention of forfeiture in the Act of 1862, he said: "There can be no question as to the power of a company in a proper case to forfeit shares. Surrender of shares stands on a different footing. It is not mentioned in the Companies Acts, but I conceive there can be no objection to the surrender of shares which are liable to forfeiture. A surrender of shares in return for money paid by the company is a sale, and open to the same objections as a sale, whatever expression may be used to describe or disguise the transaction."

So far, then, it is clear that a company is absolutely prohibited from purchasing its own shares, but there is no objection to a forfeiture of shares in accordance with the articles. Surrender is left doubtful. It is valid if it is a process adopted simply in lieu of forfeiture; it is invalid when it involves a return of money. But there may be cases between these where a surrender is valid. It seems, for instance, to be valid where there is a surrender simply in order that other shares may be issued to the surrendering shareholder without any diminution of his liability to the company (*Teasdale's case*, 22 W. R. 286, 9 Ch. 54; *Eichbaum* v. *City of Chicago Grain Elevators* (*Limited*), 40 W. R. 153; 1891, 3 Ch. 459); and apparently, too, a surrender of fully-paid shares without payment to the surrenderor or release of any rights against him is valid (*Re Denver Hotel Co.* (*Limited*), 41 W. R. 339; 1893, 1 Ch. 495, which in this respect does not seem to be affected by the criticisms passed upon the case in *British, &c., Corporation* v. *Couper*, 42 W. R. 652; 1894, A. C. 399). In the present case of *Bellerby* v. *Rowland and Marwood's Steamship Co.*, however, the shares were not fully paid and the surrender involved the extinction of the outstanding liability in respect of the capital not called up. The company was incorporated in 1890 with a capital of £275,000 divided into 25,000 shares of £11 each. The articles of association provided that the directors might accept surrenders of shares. In 1893 the company sustained a loss of £4,000, and the five directors agreed to divide this between themselves. The shares were then paid up to the extent of £10, and it was arranged that each should surrender eighty-three shares. This was done and the certificates cancelled, and the directors executed a deed-poll declaring the object of the surrender, but disclaiming any liability in respect of the loss. Subsequently the company became prosperous and the shareholders wished that the surrendered shares should be restored to the directors. To attain this object it was suggested that the surrender was in fact *ultra vires* and void, and an action was brought to have this judicially declared. KEKEWICH, J., held that the transaction was *ultra vires*, but, treating the matter as an application to rectify the register under section 35 of the Act of 1862, which requires that the court shall be "satisfied of the justice of the case," he considered that there was no ground for interfering. The Court of Appeal have affirmed this decision so far as regards the invalidity of the transaction, but have reversed it in its practical application. KEKEWICH, J., said that the directors, after the voluntary abandonment of their shares, and after such a lapse of time, had no equity to be restored to the register. The Court of Appeal have pointed out that the directors rely on a legal and not an equitable title. Since the surrender was void they are still the owners of the shares and they must accordingly be placed on the register.

The importance of the decision lies in the fact that the extinction of the liability of £1 on the surrendered shares has been treated as bringing the case within the principle of *Trevor* v. *Whitworth* (*supra*). No money was paid on the surrender, but the extinction of liability was equally a diminution of the fund upon which the creditors of the company were entitled to rely. "I can see no distinction in principle," said COLLINS, M.R., "between returning to a shareholder a part of the paid-up capital in exchange for his shares and wiping out his liability for the uncalled up sum payable thereon." The transaction may be brought within the prohibition of purchase of shares, or, without reference to purchase, may be treated as involving an illegal reduction of capital. It follows, as the Master of the Rolls pointed out, from the decision of the House of Lords in *Ooregum Gold Mining Co.* v. *Roper* (41 W. R. 90; 1892, A. C. 125), that a company is debarred from entering into an arrangement with a shareholder to release him from liability on his shares, and hence a surrender which involves such a release is *ultra vires* and void. The principle is subject to exception where the surrender is, in the manner noticed above, merely an alternative to forfeiture. But otherwise the purported extinction of liability in respect of uncalled capital avoids the surrender as surely as if money were being repaid by the company.

CERTIFICATION OF TRANSFERS OF SHARES.

THE practice of certifying transfers of shares, though doubtless it affords some security that the transfer is in order, cannot, as *Bishop* v. *Balkis Consolidated Co.* (39 W. R. 99, 25 Q. B. D. 512), and the recent case of *Whitechurch* (*Limited*) v. *Cavanagh* (50 W. R. 218) shew, be relied on as any guarantee, and should the secretary of the company have made a certification which is in fact incorrect, and the transferee suffers loss, no action will lie against the company. In the latter case, however, the House of Lords appear to have overruled one point decided in the earlier, and it has now been held that the certification by the secretary creates no estoppel against the company.

In *Bishop* v. *Balkis Consolidated Co.* a transfer of 135 shares in the defendant company had been indorsed "certificate lodged" over the secretary's signature, and had thus been made into a certified transfer. According to the judgment of LINDLEY, L.J., the effect of the indorsement was by no means confined to the mere statement that the certificate had been lodged. In every case, he said, the certification must be read in connection with the transfer on which it is put. The object of the certification is to enable the transferor to satisfy the transferee that the transferor can make a good title to the shares mentioned in the transfer. This he can only do if he is himself the registered owner of the shares mentioned in the transfer, or if he has a transfer from the registered owner to himself or someone through whom he claims by a transfer or series of transfers. The certification, therefore, continued the Lord Justice, to be of any use at all, must amount to a representation that the transferor has produced to the person certifying such documents as on the face of them shew a *primâ facie* title in the transferor to transfer the shares mentioned in the transfer—that is, a certificate of the shares, with any transfers necessary to shew the title of the transferor to the shares covered by the certificate. And he held that the evidence in the case shewed that the certification did mean this, though it could not reasonably be supposed to mean any more. If, in business language, the documents are in order—*i.e.*, if they are right on the face of them, then the secretary certifies; if they are not, he refuses to certify. At most the certification is only a statement that the title is apparently in order.

Treating the matter on this footing, the Court of Appeal held in *Bishop* v. *Balkis Consolidated Co.* that the certifying of transfers was within the scope of the secretary's duties, and that the company were estopped from denying the correctness of any statement made on the certification. "In our opinion," said LINDLEY, L.J., "it is proved that to give certifications is incidental to the transaction in the ordinary business way of part of the legitimate business of all companies having their capital divided into shares which are transferable by deed or other instrument; and the certification in this case, having been

given by the proper officer of the company in the ordinary way of business, is binding on the company, and the company is estopped from denying the truth of the facts certified, either expressly or by necessary implication." Hence, though no certificate of the shares to be transferred had in fact been produced, the company was estopped from going behind the secretary's indorsement and relying on the truth. This result, however, did not help the transferee who had paid for the shares on the faith of the certification. The transferor had no title to the shares, and the production of the certificate would not have given him a title. The certification amounted to no warranty of title, and hence the company were not liable in respect of the defect of title; while as to the certification itself, although it was doubtless a misrepresentation, yet it was not fraudulent, and hence was not a ground of liability.

In *Whitechurch (Limited)* v. *Cavanagh (supra)*, the House of Lords do not appear to have noticed the decision in *Bishop* v. *Balkis Consolidated Co. (supra)* on the point of estoppel, but they have virtually overruled it, and have disallowed the estoppel as against the company. The facts were similar to those in the earlier case. A transfer was indorsed by the secretary to the effect that the certificates had been produced, and on the faith of this the transfer was completed. In fact, the certificates were not produced and the transferor was not the owner of the shares. It was argued that the company were estopped from alleging this, but it was now held that the secretary had exceeded his powers, and that what he had done was not binding on the company. "In permitting," said Lord MACNAGHTEN, "its secretary to certify transfers, it cannot be supposed that the company authorizes the secretary to do more than give a receipt for certificates which are actually lodged in the office. I cannot think that a company is estopped by the certification of its secretary if he gives a receipt or acknowledgment for certificates which have not been lodged with him." And he founded his opinion on *Grant* v. *Norway* (10 C. B. 665), where it was held that a shipowner was not bound by bills of lading signed by the master for goods which had not been received on board. And similarly Lord JAMES, after observing that it was the duty of the secretary to give "certifications" of shares deposited in his hands, said: "So far he would be acting within his agency, but if he acknowledges the receipt of certificates which never were in his hands, he is doing that which his principals never intended or authorized him to do, and an act which is, I think, outside and beyond his agency either express or implied."

Such being the view taken of the certification by the secretary, it followed that there was no estoppel, and that the company were not liable to the transferee for refusing to place him on the register. It is to be observed that certification under the hand of the secretary differs altogether in its effect from a certificate of shares which is given under the seal of the company, and which, of course, binds the company. The difference was pointed out by Lord MACNAGHTEN in his judgment, and he added that a certification was in fact only required for a temporary purpose to meet the exigencies of business on the Stock Exchange, which has stated days and fixed periods for the different stages of a business transaction intended to be carried out under its rules. In dealings in shares not under the rules of the Stock Exchange it is really out of place. But whether appropriate or not to the particular business in hand, certification is clearly not a process to be relied on for legal efficacy.

On the 1st inst. the Lord Chief Justice stated that it might be convenient for the bar to know that the court would not sit after last week for the purpose of taking either the Crown Paper or the Civil Paper, which would be resumed about the middle of June. Solicitors' cases would be taken on the last day of the sittings.

The annual meeting of the supporters and friends of the Inns of Court Mission will be held in the Inner Temple-hall on Wednesday, the 14th of May, at 4.30 p m It has been decided to extend the work of the mission and to erect new buildings. A site has been secured, and nearly £6,000 paid or promised to the building fund, and it is desired to raise a further £1,500. The Lord Chancellor has promised to preside, and will be supported by Viscount Cross, by the Master of the Rolls, and by the Bishop of Southwark.

REVIEWS.

THE CONVEYANCING ACTS.

CONVEYANCING, SETTLED LAND, AND TRUSTEE ACTS, AND OTHER RECENT ACTS AFFECTING CONVEYANCING. WITH COMMENTARIES. By H. J. HOOD, M.A., one of the Bankruptcy Registrars of the High Court of Justice, and (the late) H. W. CHALLIS, M.A., Barrister-at-Law. SIXTH EDITION. By P. F. WHEELER, M.A., B.C.L., assisted by J. I. STIRLING, M.A., Barrister-at-Law. Stevens & Sons (Limited); Reeves & Turner.

The editor of this edition justly describes Mr. Challis as "one of the soundest real property lawyers of the last century"; and his lamented death was not only a loss to our readers, who had frequently the benefit of his ripe learning, but also to this work. His acute criticisms of the enactments and cases were invaluable to the practitioner. The editor has wisely interfered with the original text as little as possible, but he has added notes on the portions of the Trustee Act, 1893, which were not dealt with in the previous editions, and has also annotated the Judicial Trustee Act. The notes appear to be careful and useful. The collection of the cases which have been decided on Part I. of the Land Transfer Act, 1897, contained in the notes to that Act, are a valuable feature of this edition. Occasionally the statement of the effect of decisions in the notes to the various Acts is rather too terse—see, for instance, the note at p. 442, where it is stated that in a conveyance by a married woman trustee the concurrence of the husband is necessary, "though not where the wife is a mortgagee and not a trustee (*Re Brooke and Fremlin*, 1898, 1 Ch. 647)." This is correct, but might mislead a hasty reader into supposing that the case cited related to the case of a married woman trustee-mortgagee. If the recent case of *Re Howgate and Osborn* (*ante*, p. 224) is correctly decided, the passage will need alteration in the next edition. We think that the editor has done his work very satisfactorily.

CANADIAN CRIMINAL LAW.

THE CRIMINAL CODE OF CANADA AND THE CANADA EVIDENCE ACT, WITH THEIR AMENDMENTS, INCLUDING THE AMENDING ACTS OF 1900 AND 1901, AND EXTRA APPENDICES CONTAINING THE IMPERIAL CRIMINAL EVIDENCE ACT, THE FOREIGN ENLISTMENT ACT, THE CANADIAN INTERPRETATION ACT AMENDMENT ACT, THE VICTORIA DAY ACT, THE DEMISE OF THE CROWN ACTS, THE ALIEN LABOUR ACT, THE YUKON TERRITORY ACTS, THE CANADIAN FUGITIVE OFFENDERS ACT AND EXTRADITION ACTS, THE EXTRADITION CONVENTION WITH THE UNITED STATES, AND A LIST OF EXTRADITION TREATIES, &c. By JAMES CRANKSHAW, B.C.L., Barrister, Montreal Bar. SECOND EDITION. Montreal: C. Theoret.

The time appears to have gone by when there was any prospect of consolidating the criminal law of this country. This was one of the projects which loomed large in the reforming era of the last century, but for the present all interest in the matter appears to have died out. Meanwhile the Canadian Legislature has availed itself of the work of English jurists, and the Criminal Code of Canada, which became law in 1892, is founded—so it is stated in the Introduction of the above work—on the English Draft Code of 1880 and on Stephen's Digest of the Criminal Law of England, in addition to a Digest of Canadian Criminal Law and to the Canadian statutes. "It is a codification," says Mr. Crankshaw, "of both the common and the statutory law relating to criminal matters and criminal procedure; but while it aims at superseding the statutory law, it does not abrogate the rules of the common law. These are retained, and will be available, whenever necessary, to aid and explain the express provisions of the Code and of such statutes as remain unrepealed, or to supply any possible omissions, or to meet any new combinations of circumstances that may arise; so that in this respect all that elasticity which is claimed for the common law rules and principles of the old system is preserved for the system established by the Code." This meets one of the objections made to the English Draft Code, which provided that for the future all offences should be prosecuted under the Code or under some other statute and not at common law, though it may be doubted whether it is not better to allow temporary immunity for some unforeseen offence than to reb consolidation of one of its main advantages by keeping in reserve the common law on which it must in the main be founded, and which it is intended to displace. The Canada Evidence Act of 1893 allowed accused persons to give evidence on their own behalf, so that here, too, Canada was in advance of the mother country. The present work sets out, with full comments and references to English and American cases, the provisions of the Code and of the relevant statutes, and the English lawyer will doubtless frequently find that he can consult it with advantage.

CANADIAN COMPANY LAW.

A Treatise on Canadian Company Law, containing a Commentary on the Companies Act of the Dominion, with Incidental Reference to the Law of the Various Provinces; with Full Notes of the Jurisprudences and Appendices of the Statutes and Useful Forms. By W. J. White, K.C., assisted by J. A. Ewing, B.C.L., both of the Montreal Bar. Montreal: C. Theoret.

Canadian company legislation, like that of England, provides in separate statutes for companies formed by special Act and companies formed without recourse to Parliament. Companies formed by special Act, other than railway, banking, and insurance companies, are regulated by c. 118 of the Canadian Revised Statutes, which is in effect a Companies Clauses Act, and companies formed without recourse to Parliament are regulated, for Dominion purposes, by the Companies Act (c. 119), and as to the different provinces by provincial Acts. But it is noteworthy that all the Canadian Companies Acts with one exception provide for incorporation by letters patent. British Columbia appears to be the only province which has an Act corresponding to the Companies Act of 1862, enabling incorporation to be secured by registration of a memorandum and articles of association. Throughout the Dominion the principle of limited liability prevails, but Ontario insists on the use of the word "Limited" in full, and the insertion of "Ltd." in a written contract of the company makes the directors jointly and severally liable. In Quebec shareholders are personally liable to creditors to the extent of the amount unpaid on their shares, but there must first have been an unsatisfied execution against the company. The consideration of the various Dominion and provincial statutes forms the subject of Mr. White's work, and he has availed himself extensively of the leading English text-books and of the decisions here and in America. With reference to *Salomon's case* (1897, A. C. 1) and the suggestion there made that a certificate of incorporation might possibly be revoked for fraud upon the registrar by some proceeding in the nature of a *scire facias*, it is interesting to note that the Dominion Joint Stock Companies Act expressly reserves the power of annulling letters patent by *scire facias* (section 68). The work is excellently arranged and printed, and forms a very useful guide to Canadian company law.

CAPE CASE LAW.

The Digest of the Cape Law Journal (Vols. I. to XVII.), containing Most of the Decisions of the Superior Courts of South Africa for the Past Seventeen Years, 1884—1900. With Which is Incorporated an Index of the Cape Law Journal for the Same Period and Cross-references to all Other Recognized Law Reports of South African Courts. Edited by W. H. Somerset Bell, Attorney of the Supreme Court of the Cape of Good Hope, and of the High Court of the Transvaal. Grahamstown: Office of the South African Law Journal; London: Witherby & Co.

The nature and contents of this work sufficiently appear from the title-page. The editor states that he has utilized for the compilation of the Digest spare time which he had in consequence of the Boer War. It if fortunate for South African lawyers that his time has been turned to such good account. We gather from the preface that this is the first general Digest of South African Case Law, and it will certainly be of great service. In this country the digest of current decisions is the most necessary equipment of the lawyer.

BOOKS RECEIVED.

A Treatise on the Law of Fraud and Mistake. By William Williamson Kerr, Barrister-at-Law. Third Edition. By Sydney E. Williams, Barrister-at-Law. Sweet & Maxwell (Limited).

The Preservation of Open Spaces and of Footpaths and Other Rights of Way. A Practical Treatise on the Law of the Subject. By Sir Robert Hunter, M.A., J.P., Solicitor to the Post Office. Second Edition, Revised and Enlarged. Eyre & Spottiswoode.

A Treatise on the Law of Master and Servant, including Therein Masters and Workmen in Every Description of Trade and Occupation; with an Appendix of Statutes. By Charles Manley Smith, Esq., Barrister-at-Law. Fifth Edition. By Ernest Manley Smith, Barrister-at-Law. Sweet & Maxwell (Limited).

Appeals from Justices, including Appeal to Sessions, Special Cases from Petty and Quarter Sessions, *Mandamus*, *Certiorari*, *Habeas Corpus*, &c., and Actions against Justices or their Officers; with Precedents of Special Cases and Affidavits, Forms of Notices, &c. By Joshua Scholefield and Gerard B. Hill, Barristers-at-Law. Butterworth & Co.

The Law Relating to Trade Unions. A Concise Treatise on the Law Governing Interference with Trade, with an Appendix of Statutes Relating to Trade Unions. By D. R. Chalmers-Hunt, B.C.L., Barrister-at-Law. Butterworth & Co.

A Concise Handbook of Provincial Local Government Law. For the Use of Ratepayers, Councillors, and Officials, with Special Reference to District and Borough Councils. By C. J. F. Atkinson, LL.B. (Lond.), Solicitor. Effingham Wilson.

Light and Air. A Text-Book in Tabulated Form for Architects, Surveyors, and Others. By the late Professor Banister Fletcher, J.P., D.L., F.R.I.B.A. Fourth Edition, Revised. By Banister F. Fletcher, A.R.I.B.A., F.S.I., &c., and H. Phillips Fletcher, A.R.I.B.A., A.M.I.C.E., &c., Barrister-at-Law. With Numerous Diagrams and Twenty-seven Plates. B. T. Batsford.

CORRESPONDENCE.

ENCROACHMENTS ON THE RIGHTS OF THE PROFESSION.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Auctioneers, estate, and medical agents are by no means the only poachers. There are "company registration agents," "business transfer agents," and "scholastic agents." The first are ready to do anything and everything connected with the formation of a company—and do it frequently—as witness the increasingly aggressive advertisements in the public press; the second, if possible, always prepare all agreements, and frequently use some small or young practitioner to prepare any deed at a nominal fee, for them, not for the real clients—they, for a liberal commission, carrying out the whole transaction; while the third kind of agent follow the example of the medical agent referred to by your correspondent "Old Jewry," and to my own knowledge resent any suggestion that the solicitor for the parties should be interposed. These so-called "agents" invariably charge more than solicitors. The only consolation is to be found in the fact that they unintentionally often make work for solicitors.

The Council of the Law Society should assume a more decisive attitude in this matter of poaching, and it is high time we ceased to be dependent upon the present Stamp Act. If matters are to continue as they are, it will soon be more remunerative to cease to call oneself a solicitor and become an "*Agent d'affaires*," free from special taxation and restrictions and free to charge, as agents charge, just as much as the client is willing to pay and considers the service worth.

For my part I have several times recently refused to correspond with agents, and my refusal has led to instructions being given to a solicitor. After all, reform rests largely with members of the profession. So many men are unhappily content to allow things to drift.

"Carey Street."

FEE FOR REGISTRATION OF LEASE.

[*To the Editor of the Solicitors' Journal.*]

Sir,—I venture to bring to your notice what I consider to be a very high-handed proceeding on the part of an eminent firm of solicitors.

A client of mine purchased a leasehold house in London, the lease of which provided for production of all assignments to the lessor's solicitors for registration, but made no mention of any fee payable therefor.

On the completion of the purchase, I sent the assignment to the lessor's solicitors for registration in accordance with the covenant, but did not inclose any fee. The solicitors wrote to me that the usual memorandum would be indorsed and requested a fee of 10s. 6d. On my pointing out that no fee was payable, and could not be paid, they returned the deed to me without any acknowledgment of its production.

My client is now selling the house, and on referring to the last receipt for ground-rent paid by him, I find that the solicitors have indorsed thereon "Without prejudice to breaches of covenant." On my inquiring of the solicitors the reason for this, they inform me that it is because the fee was not paid to them. By adopting this course they think that a vendor will be obliged to come to them and pay the fee in order to obtain a clean receipt to produce to his purchaser.

Comment on such a proceeding is needless, but I should like to hear whether any of your readers have had a similar experience and what course they adopted?

M.

London, E.C., May 5.

AD VALOREM DUTY ON TRANSFERS BY A RETIRING TRUSTEE TO CONTINUING TRUSTEES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—In your note on p. 458 you refer to stamp duty on an assurance to continuing trustees, and you state that the Inland

Revenue authorities require *ad valorem* duty. It is difficult to see how this duty can be claimed, and I shall esteem it a favour if you will kindly intimate what is the basis for the claim and upon what value is the *ad valorem* duty to be calculated. I cannot see anything in the schedule to the Stamp Act, 1891, or in the Act itself to justify the claim to which you refer. C. H. P.

May 6.

[See observations under "Current Topics."—ED. *S.J.*]

CASES OF THE WEEK.

Court of Appeal.

VAN GRUTTEN *v.* TREVENEN. No. 1. 1st May.

LANDLORD AND TENANT—NOTICE TO QUIT—AGRICULTURAL TENANCY FROM YEAR TO YEAR—SERVICE OF NOTICE BY REGISTERED LETTER—AGRICULTURAL HOLDINGS (ENGLAND) ACT, 1883 (46 & 47 VICT. c. 61), ss. 28, 33.

Application by the defendant for judgment or a new trial in an action tried before Channell, J., and a jury at Bodmin. The action was to recover possession of a farm, of which the defendant was tenant from year to year to the plaintiff, and mesne profits. On the 27th of September, 1900, the plaintiff sent by registered letter to the defendant, addressed to him at his house, a notice requiring him to quit possession of the farm on the 29th of September, 1901, the date of the expiration of the year of tenancy. When the postman brought the letter, the defendant refused to sign for it until it had been delivered to him, and the postman refused to deliver it until the defendant had signed for it. In consequence, the letter was not delivered. On the 17th of October, 1901, the plaintiff brought this action, and the jury found that the defendant suspected that the letter contained a notice to quit. Channell, J., gave judgment for the plaintiff. By section 28 of the Agricultural Holdings (England) Act, 1883, "any notice, request, demand, or other instrument under this Act may be served on the person to whom it is to be given either personally, or by leaving it for him at his last known place of abode in England, or by sending it through the post in a registered letter addressed to him there; and if so sent by post, it shall be deemed to have been served at the time when the letter containing it would be delivered in ordinary course; and in order to prove service by letter, it shall be sufficient to prove that the letter was properly addressed and posted, and that it contained the notice, request, demand, or other instrument to be served." By section 33, where a half-year's notice expiring with a year of tenancy is by law necessary for the determination of a tenancy from year to year, a year's notice so expiring shall be necessary for the same. The defendant contended that section 28 did not apply to a notice to quit. "Any notice under this Act" referred to a notice created by the Act, and did not refer to a notice which existed independently of the Act, but which was merely regulated as to its length by the Act. The notice to quit, therefore, could not be served by registered letter.

THE COURT (VAUGHAN WILLIAMS, ROMER, and MATHEW, L.JJ.) dismissed the appeal, holding that a notice to quit came within the Act, and could be served as provided by section 28.—COUNSEL, *J. A. Foote*, K.C., and *J. A. Hawke; Lord Coleridge*, K.C., and *Bodilly*. SOLICITORS, *Robbins, Billing, & Co.*, for *Page & Grylls*, Redruth; *Collyer-Bristow, Hill, Curtis, & Deds*.

[Reported by W. F. BARRY, Esq., Barrister-at-Law.]

BLACKETT *v.* BLACKETT AND FRAIL. No. 2. 30th April.

PRACTICE—DIVORCE—SECURITY FOR COSTS—CLAIM FOR DAMAGES—BANKRUPT PETITIONER—THE MATRIMONIAL CAUSES ACT, 1857 (20 & 21 VICT. c. 85), s. 33.

This was an appeal from a decision of Jeune, P. A petition for divorce was presented by the husband against his wife and the co-respondent Frail, against whom damages were claimed. At this time the husband was an undischarged bankrupt. The co-respondent asked that, as damages were claimed against him, the petitioner should give security for costs. The registrar made an order directing the petitioner to give security for costs within fourteen days or withdraw his claim for damages against the co-respondent. The petitioner took out a summons by way of appeal from this order. Jeune, P., allowed the appeal and reversed the registrar's order. The co-respondent appealed.

THE COURT (COLLINS, M.R., and STIRLING and COZENS-HARDY, L.JJ.) dismissed the appeal.

COLLINS, M.R.—It is contended that the decision of the President is contrary to the established practice of the court, which was regulated in 1882 by the case of *Smith* v. *Smith* (31 W. R. 224, 7 P. D. 227). I do not think this is an established practice with which we would not interfere even if we were satisfied that it was not established on a good basis, seeing how very rare cases of this sort are. That being so, I think we ought to look into the practice and see whether there is any principle which sustains it. The case of *Smith* v. *Smith* is very meagrely reported, and no reasons are given for the judgment beyond what can be inferred from the argument in the case that the proceedings, so far as damages were concerned, were in the nature of an action for *crim. con.* to which the common law practice was applicable. But the common law practice certainly was not to order security for costs simply because a petitioner was a poor man. Bankruptcy was no ground at common law for ordering security for costs: see *Cowell* v. *Taylor* (34 W. R. 24, 31 Ch. D. 34) and *Rhodes* v. *Dawson* (34 W. R. 240, 16 Q. B. D. 548). But then section 33 of the Matrimonial Causes Act, 1857, is cited and it is said that the petitioner ought to be regarded as a person suing on behalf of another person. I think *Rhodes* v. *Dawson* meets that argument, because there, though a receiving order had been made against the plaintiff, so that he was bound to hand over what he recovered to his creditors, he was not a person against whom security for costs was ordered. Therefore if we are to follow the rules of common law, I think there can be no doubt that the judgment of the President was right, and that this appeal must be dismissed.

STIRLING and COZENS-HARDY, L.JJ., agreed.—COUNSEL, *Inderwick*, K.C., and *Murphy; Bargrave Deane*, K.C., and *Barnard*. SOLICITORS, *Woodcock, Ryland, & Co.; Collyer, Bristow, & Co.*

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

BATH *v.* BATH. No. 2. 29th April.

PRACTICE—PAYMENT OUT—BANKRUPTCY—SCHEME OF ARRANGEMENT—CESSIO BONORUM—PAYMENT OUT TO WRONG PARTY.

This was an appeal from a decision of Kekewich, J. (reported 49 W. R. 341; 1901, 1 Ch. 460). By an agreement dated the 20th of April, 1893, and made between J. S. Bath, then a bankrupt, and the Creditors Assets Co. (Limited), it was agreed that in the event of an order of the court being obtained confirming a scheme of arrangement of J. S. Bath's affairs set out in Schedule I. thereto, and as soon as the property of J. S. Bath set out in Schedule II. thereto should have been vested in the company by an order of the court, the company should manage and dispose of the property described in Schedule II. as therein set out. Schedule I. provided that upon payment into court by the company of a sum sufficient to pay all J. S. Bath's debts in full, together with all costs, an order of the court should be made vesting "all" his property in the company. By an order of the court, dated the 11th of July, 1893, the scheme was approved, and it was ordered that the adjudication of bankruptcy against J. S. Bath should be annulled, and that "all the property" of J. S. Bath should thenceforth become vested in the company. At this time, unknown to any of the parties to the arrangement, there was in court a fund belonging to J. S. Bath, to which he had become absolutely entitled at the time of his bankruptcy. This fund did not appear in Schedule II. of the agreement, and no stop order upon it was ever obtained. J. S. Bath was informed, subsequently to the order of the 11th of July, of the existence of this fund. Upon application by him, supported by affidavits that he was absolutely entitled to and had not incumbered the fund, an order was made on the 29th of February, 1896, for payment out of the fund to him, and it was so paid. The same solicitor acted for J. S. Bath in both the matters. The Creditors Assets Co. presented a petition to which J. S. Bath, his solicitor, the Paymaster-General, and Treasury Commissioners were respondents, praying that the order for payment out might be discharged, that the Treasury might be ordered to replace the fund in court, and that the petitioners were entitled to payment out thereof, and for such order as to J. S. Bath and his solicitor as the court might think fit. Kekewich, J., held that the vesting order and the agreement vested the fund in the company, and declared that J. S. Bath and his solicitor were each liable to pay to the company the amount of the fund paid out to J. S. Bath with interest. He dismissed the petition as against the Paymaster-General and the Treasury Commissioners. J. S. Bath appealed. There was no appeal against the decision so far as regarded the Paymaster-General and the Treasury Commissioners.

THE COURT (COLLINS, M.R., and STIRLING and COZENS-HARDY, L.JJ.) dismissed the appeal.

COLLINS, M.R., said that *primâ facie* the agreement covered this fund. When the precise terms of the agreement were looked at, it was plain that it was intended to be a complete *cessio bonorum* on the part of the bankrupt. There was therefore nothing in the language of the agreement to take out of it that which was already in it, and the appeal must be dismissed.

STIRLING and COZENS-HARDY, L.JJ., agreed.—COUNSEL, *Warrington*, K.C., and *Muir Mackenzie; Renshaw*, K.C., and *Pollard; Harman*. SOLICITORS, *Payne, Shaw, Mackenzie, & Lake; Ranger, Burton, & Frost; Armitage & Strouts*.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

***Re* ALDAM'S SETTLEMENT.** No. 2. 5th May.

SETTLED LAND—MINING LEASE—MINES AND MINERALS—VARYING MINIMUM RENT—WAY-LEAVE—SETTLED LAND ACT, 1882, ss. 6, 7 (2), 9.

This was an appeal from a decision of Byrne, J. (reported 50 W. R. 199). An application was made to the court under the Settled Land Acts, 1882 to 1890, by William Wright Warde Aldam, the tenant for life in possession under a settlement created by the will of the late William Aldam, which raised the following questions under the Settled Land Acts, with reference to the powers of a tenant for life, when granting mining leases under the statutory power of leasing: (1) whether he can reserve a varying minimum rent; (2) whether the lease can lawfully be made to continue when all the demised minerals have been got and paid for; and (3) whether a way-leave can be granted without payment of rent for it. The facts were as follows: By the will of William Aldam, dated the 18th of December, 1884, an estate at Wickersley, in the county of York, was limited to the use of the applicant for life, without impeachment of waste, with remainder to the use of such one or more of his sons or daughters, for such estate or estates in tail or any lesser estate or estates as he should by will or codicil appoint, and in default of such appointment to the use of the infant respondent for life, without impeachment of waste; with remainder over. The applicant and the respondent Ford were trustees for the purposes of the Settled Land Acts. The applicant had entered into an agreement dated the 13th of February, 1900, with the Dalton Main Collieries (Limited), whereby he had agreed, as tenant for life under the settlement, to lease to that company the Barnsley thick seam of coal under the settled estate for a term of sixty years from the 1st of January, 1898. The material

clauses of the agreement for present purposes were as follows: "3. The royalty or acreage rent shall be at the rate of £30 per foot per acre, but due allowances should be made for bad, faulty, or unworkable coal, or coal so thin or so cut off by faults of such magnitude that it cannot be worked without loss. The lessees shall also pay a similar royalty rent for all coal and slack other than the Barnsley thick seam got in the drifting and sold off. 4. The minimum or certain rent is to be: For the first year, *nil*; for the second year, 2s. 6d. per acre; for the third year, 5s. per acre; for the fourth year, 10s. per acre; and for the fifth year and each succeeding year, £1 per acre. The minimum rent shall begin to be paid as from the 1st of January, 1899. . . . 6. Undergetting may be made up at any time during the term. 7. When all saleable coal, except such parts (if any) as are not to be worked or paid for, shall have been worked or paid for, a nominal rent of 10s. shall be paid for the remainder of the term, in substitution for the royalty and minimum rents. 9. No way-leave rent is to be paid for any other part of the Barnsley thick seam of coal under any other land in the parish of Wickersley. 13. The lessees are to commence working the coal with all reasonable diligence, and bring to the surface as much coal as can reasonably get with proper diligence." Byrne, J., held that the proposed lease could not be granted, and that he could not sanction the lease under the special power given to the court under the Settled Land Acts. The applicant, the tenant for life, appealed.

THE COURT (COLLINS, M.R., and STIRLING and COZENS-HARDY, L.JJ.) allowed the appeal.

COLLINS, M.R.—The first question is whether the tenant for life has power under the Settled Land Acts to grant a mining lease for sixty years, reserving a minimum yearly rent not commencing until the second year of the term, and increasing year by year until the fifth year of the term. Affidavits filed in support of this summons shew that it is usual in the district to charge no minimum rent for the first year, and also to charge a gradually increasing rent in the first few succeeding years, till a certain limit is reached, and that this is reasonable. They also assert that the rent reserved under this agreement is the best that could be got and beneficial to all persons entitled. Byrne, J., was of opinion that the fact that no minimum rent was reserved in the first year was fatal, though he would have been satisfied had it been fixed at a nominal amount only, and saw no objection to the graduated scale, provided the maximum rent was made to begin in the fifth year, or on the death of the tenant for life if he died before that date. He based his view on this latter point on the ground that by the will a second tenant for life might succeed before the remaindermen. I cannot agree with the learned judge. The Settled Land Acts contain no provision making a minimum rent obligatory in the first year. There need not be any minimum rent at all, though there is power to reserve one. And while there need be no minimum rent there may be an acreage rent according to the qualities gotten, which might, and probably would, be nothing in the first year. Whence, then, comes the obligation to reserve a minimum rent in the first year if one is reserved at all? The epithet "fixed" does not create it. It is, I think, used only in contradistinction to an acreage rent according to the amount gotten, and a rent would be fixed for any year in which a sum defined beforehand was fixed as rent. Byrne, J., founded his view upon the fact that the Settled Estates Act, 1877, s. 4, permitted a peppercorn, or any rent smaller than that ultimately made payable, to be reserved during the first five years of mining and building leases, whereas in the Settled Land Act, 1882, though section 8 does contain such a provision as to building leases, section 9 does not extend it to mining leases. But in the earlier Act building and mining leases were dealt with together by one section, in the present Act they are dealt with separately; and a peppercorn may very well have been treated as strictly applicable to a building lease creating the true relation of landlord and tenant, but inapt, in the case of a mining lease, which is really in its essence rather a sale at a price payable by instalments than a demise properly so called. But, however this may be, I think the provisions of the Settled Estates Act have very little bearing on the construction of the Settled Land Acts, which, as was explained in *Bruce* v. *Marquis of Ailesbury* (41 W. R. 318; 1892, A. C. 356) and *Re Gladstone* (48 W. R. 351; 1900, 2 Ch. 101) rest on a very different principle. Here on the evidence the stipulation is, from a business standpoint, reasonable and proper if the best price for the coal is to be realized, and can clearly be no disadvantage to the remainderman, even if that were the paramount consideration, which it is not. It is, I think, clear on the evidence that this agreement was made honestly in the interest of all parties, and the possible difference to a tenant for life succeeding before the fifth year must not be allowed to defeat an arrangement which is the best that can be made for the development of the estate. Questions 2 and 3 are whether the lease can lawfully be made to continue when all the demised minerals have been got and paid for, and whether a way-leave can be granted without payment of rent for it. As to the first of these, Byrne, J., holds that it can only be permitted provided the term be made to determine at the period of the cesser of the minimum rent; and, as to the second, that a substantial rent must be paid for the way-leave after such a cesser. On the evidence, however, it would seem to be impossible to deal with the way-leave in any other way. The provisions in the lease are those which have been found most workable in practice, and are those which are in general use in the district. Every special and unusual clause, such as those suggested by Byrne, J., would mean a fetter put upon the development of the estate, and would involve a diminution of the rent which the lessee would be prepared to give. The consideration given by the lessee, and the rights he gets in return, are all parts of one bargain. It is, of course, impossible in every case to put the remaindermen in precisely the same position at whatever period during a lease the tenant for life may die, but *primâ facie*, where a substantial proportion is set aside when received for the benefit of the remaindermen, it is best for all parties that the highest obtainable price should be secured for the coal and the way-leave, even though in certain contingencies the rent should drop to a nominal figure before the end of the term. It seems to me that there is nothing in the statutes to vitiate the provisions in question, and that this appeal must be allowed.

STIRLING and COZENS-HARDY, L.JJ., delivered judgments to the same effect. — COUNSEL, *Neville*, K.C., and *Dixon*; *Bristowe*. SOLICITORS, *Richard F. & C. L. Smith*, for *Ford & Warren*, Leeds.

[Reported by J. I. STIRLING, Esq., Barrister-at-Law.]

Re **HOLLAND.** **GREGG** *v.* **HOLLAND.** No. 2. 17th, 18th, 24th, and 25th March; 29th April.

HUSBAND AND WIFE—HUSBAND ENTITLED JURE MARITI TO WIFE'S REVERSIONARY INTEREST IN PERSONALTY—ANTE-NUPTIAL AGREEMENT—POST-NUPTIAL SETTLEMENT—RECITAL—SETTLEMENT BY HUSBAND—FRAUD ON CREDITORS—TRUSTEE IN BANKRUPTCY—STATUTE 13 ELIZ. C. 5—STATUTE OF FRAUDS.

This was an appeal from a decision of Farwell, J. (reported 49 W. R. 476; 1901, 2 Ch. 145). Under the will of Henry Holland, dated the 26th of April, 1871, his daughter, C. F. Holland, was entitled at twenty-one or marriage in remainder expectant on the death of the testator's widow to one-eighth share of the proceeds of sale of his residuary real and personal estate. The testator died on the 12th of December, 1871. On the 27th of August, 1872, C. F. Holland, being then an infant, married Isidore M. Bourke. No ante-nuptial settlement was executed, but on the 8th of February, 1873, a post-nuptial settlement was executed by deed made between the husband and wife (who was still an infant) of the first part, the trustees of the will (who were her guardians) of the second part, and settlement trustees of the third part. The deed contained the following recital: "And whereas the said parties hereto of the first part intermarried on the 27th day of August, 1872, and previously to such marriage the said I. M. Bourke agreed to make such settlement of the fortune of his said wife as is hereinafter contained." Then followed a covenant by the husband with the trustees that immediately upon the share and interest of and in the residuary estate and effects of the wife's father, to which the husband and wife or the husband in her right or either of them then were or was or thereafter might become entitled becoming an interest in possession, the husband and wife or the survivor of them and all other necessary parties would assign or transfer the said share to the trustees of the settlement upon the trusts thereinafter declared. These trusts were for the wife for life for her separate use without power of anticipation, and after her death, if the husband should survive her and should not have been or become a bankrupt or assigned the income or any part thereof, for the husband for life, or until he should become a bankrupt or assign it, with remainder for the issue of the marriage in the usual way, the husband and wife having a joint power of appointment (which was not exercised) and the survivor having a power of appointment. The wife died on the 14th of April, 1877. On the 25th of October, 1897, the husband appointed two-thirds of the trust funds to two of his sons and surrendered his life interest to them. On the 1st of March, 1898, a receiving order was made against him, and on the 18th of March, 1898, he was adjudicated a bankrupt. The fund fell into possession on the death of the tenant for life on the 11th of December, 1899, and was claimed by the trustees and beneficiaries under the settlement, their claim being resisted by the official receiver as trustee in the bankruptcy of the husband. On a summons to determine the question whether it was bound by the settlement or belonged to the official receiver, Farwell, J., held that the settlement was void as against the official receiver under the statute 13 Eliz. c. 5, and that he was therefore entitled to the fund subject to his taking out letters of administration to the wife's estate. The mortgagees of the interest of one of the sons appealed. *Cur. adv. vult.*

April 29.—THE COURT (VAUGHAN WILLIAMS, STIRLING, and COZENS-HARDY, L.JJ.) allowed the appeal.

VAUGHAN WILLIAMS, L.J.—It is conceded that the settlement cannot be enforced unless it can be supported by the consideration of marriage. It is contended for the official receiver that the covenant is void within the statute 13 Eliz. c. 5, or if it is not, that the settlement is a voluntary one resting *in fieri* of which a court of equity will not grant specific performance, and the trustees and beneficiaries under which must therefore come in and prove with the other creditors. As to the first point Farwell, J., has decided on the authority of *Re Pearson* (25 W. R. 126, 3 Ch. D. 807), that having regard to the fact that the husband was entitled *jure mariti* to the property at the date of the settlement, the clause providing for the cessor of his beneficial interest was conclusive to make the settlement fraudulent within the statute. This, no doubt, is the effect of *Re Pearson*, but we are not bound by that case, though Farwell, J., was, and in my opinion *Re Pearson* was wrong. I think one must look in each case at the whole of the circumstances, and ask whether the conveyance was in fact executed with the intent to defeat and delay creditors (*cf. Ex parte Mercer*, 17 Q. B. D. 290, 34 W. R. Dig. 169), and in my opinion one ought not to find such intent here. The property came to the husband in right of his wife only, and it was right and proper that he should make the settlement of it which he did, provided only that he was not at the date of the settlement unable to pay his debts or contemplating entry on a speculative business. There is no evidence of either of these facts, and I cannot doubt that the husband had no intention to defeat or delay his creditors, and only intended to reserve to himself out of his wife's property such an interest as he could receive without prejudice to the welfare of her children. No inference of fraud ought to be drawn from this. As to the question whether the recital of the ante-nuptial agreement satisfies the Statute of Frauds, I think the court ought not to say that a post-nuptial agreement is voluntary if there is written evidence sufficient

to satisfy the statute of an ante-nuptial agreement for good consideration, and I think that is the case here, and that the recital sufficiently indicates the parties to the agreement. The balance of authority, as well as reason, supports the view of Kindersley, V.C., in *Barkworth* v. *Young* (5 W. R. 156, 4 Drew. 1), where he held that a post-nuptial memorandum of an ante-nuptial oral agreement satisfies the statute. I think the settlement must prevail against the official receiver—(1) because, even treating it as voluntary, the husband's circumstances at the date of it, the source of the property, and the lapse of time between the settlement and the bankruptcy, all go to negative intent to defeat or delay creditors; and (2) assuming it not to be fraudulent, the recital is sufficient evidence against anyone claiming through the husband of a parol ante-nuptial agreement such as would prevent the post-nuptial settlement from being voluntary.

STIRLING and COZENS-HARDY, L.JJ., delivered judgments to the same effect.—COUNSEL, *H. Reed*, K.C., and *A. St. John Clerke*; *Upjohn*, K.C., and *A. Adams*; *W. H. Cozens-Hardy*. SOLICITORS, *Henry Clifton Lambert*; *Van Sandau & Co*; *Turry, Sherlock, & King*.

[THE COURT allowed the official receiver six weeks in which to call a meeting of the creditors to decide whether there should be an appeal to the House of Lords.]

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

BELLERBY *v.* **ROWLAND AND MARWOOD'S STEAMSHIP CO. (LIM.).** No. 2. 17th and 18th April; 6th May.

COMPANY—SURRENDER OF SHARES AMOUNTING TO SALE AND PURCHASE—RELEASE OF LIABILITY ON SHARES—RECTIFICATION OF REGISTER AFTER LAPSE OF TIME—COMPANIES ACT, 1862, s. 35.

This was an appeal from a decision of Kekewich, J. (reported 1902, 2 Ch. 265, 49 W. R. Dig. 30). The question in the action was the validity of a surrender of certain shares in the company. Article 37 of the articles of the company (which was incorporated in 1890) provided that the directors might accept from any member the surrender of his shares or stock or any part thereof on such terms and conditions as should be agreed. Three of the plaintiffs were directors in 1893, when the company was in financial difficulties and had suffered a loss of over £4,000 on the sale of a steamship. The directors agreed to bear this loss, and an arrangement was made by which the plaintiffs, with the other directors, each surrendered to the company eighty-three shares held by him, on which shares £1 remained unpaid, it being intended that they should be relieved from liability on this. The directors also executed a deed-poll by which they declared the object of the surrender to be the making good of the loss to the company, but (without prejudice to the validity of the surrender) they expressly declared that none of them admitted their liability to make the loss good. In 1899 and 1900 the company had become prosperous, and as the result of general meetings of shareholders in those years the surviving directors and the executors of those who had died since 1893 brought this action claiming a declaration that the surrender and the acceptance thereof by the company were *ultra vires* and inoperative, to have the deed-poll set aside, rectification of the register by the insertion of the names of the plaintiffs as holders of the shares surrendered, and payment of back dividends (which last claim was abandoned). Kekewich, J., held that the surrender amounted to a purchase of its own shares by the company, and were therefore bad; but refused in the exercise of his discretion to order the rectification of the register after the lapse of time and in the absence of any change in the circumstances of the case except that the company had become prosperous. The plaintiffs appealed. *Cur. adv. vult.*

May 6.—THE COURT (COLLINS, M.R., and STIRLING and COZENS-HARDY, L.JJ.) allowed the appeal, and ordered rectification of the register, while affirming the decision of Kekewich, J., as to the invalidity of the surrender.

COLLINS, M.R., having delivered judgment to the effect that the transaction amounted to an unauthorized reduction of capital, and that the plaintiffs ought to be placed on the register notwithstanding the lapse of time,

STIRLING, L.J., delivered a judgment to the effect that the weight of authority shewed that the case fell within the principles laid down in *Trevor* v. *Whitworth* (36 W. R. 145, 12 A. C. 409), *Ooregum Gold Mining Co.* v. *Roper* (41 W. R. 90; 1892, A. C. 125), and *British and American, &c., Corporation* v. *Couper* (42 W. R. 652; 1894, A. C. 399). Forfeiture of shares stood on a special footing, but surrrender was only justified in cases which would justify forfeiture. With regard to his lordship's own decision in *Eichbaum* v. *City of Chicago Grain Elevators* (40 W. R. 153; 1891, 3 Ch. 459), which had been referred to in argument, he said that while at the date of that case he considered that it fell exactly within *Teasdale's case* (22 W. R. 286, L. R. 9 Ch. 54), he had been brought to reconsider his opinion by the fact pointed out by Cozens-Hardy, L.J., that the resolutions authorizing the company in *Teasdale's case* to accept surrender of shares were passed before the date of the Companies Act, 1867, and in view of this his lordship now doubted whether he should have followed *Teasdale's case* in *Eichbaum's case*. Moreover, the two decisions of the House of Lords since 1891 (above referred to) made it much more difficult now to say that a transaction such as the surrenders in the present case was not within the principle of *Trevor* v. *Whitworth*. As to the rectification of the register, he thought Kekewich, J., had paid too much attention to *Re Dronfield, &c., Co.* (29 W. R. 768, 17 Ch. D. 76). All difficulties in the way of placing the plaintiffs on the register were, in his lordship's opinion, removed by the withdrawal of the claim for back dividends, and the appeal as to this ought to be allowed.

COZENS-HARDY, L.J., in his judgment, said that the transaction was doubtless a perfectly honest one, and beneficial for the company. The earlier authorities were inconsistent and unsatisfactory, but the three decisions of the House of Lords (above referred to) were now the governing cases. It followed from them (1) that a company may forfeit shares, a right recognized by section 26 of the Companies Act, 1862, and by Table A; but (2) that a company may not purchase its own shares. Where forfeiture is permitted there may be surrender, but if the transaction involved a release of liability, as here, the case fell within *Trevor* v. *Whitworth*. It followed from *Ooregum Co* v. *Roper* that a company cannot relieve a shareholder of liability on his shares, and a surrender of shares such as this amounted to a reduction of capital unlawful unless sanctioned by the court. Forfeiture was a statutory and a sole exception. On the question of rectification his lordship said that he could not follow Kekewich, J. If, as the court held, the plaintiffs were still shareholders, they should be on the register. It was true that the removal of their names was their own act, but if the transaction was illegal and void, their names ought to be on the register, and in the event of a winding up they might be held liable by the liquidator. There should be no costs.—COUNSEL, *Upjohn*, K.C., and *Eustace Smith*; *Warrington*, K.C., and *H. L. Wright*. SOLICITORS, *Bell, Brodrick, & Gray*, for *W. S. Gray*, Whitby; *Radford & Frankland*, for *Buchanan & Sons*, Whitby.

[Reported by H. W. LAW, Esq., Barrister-at-Law.]

High Court—Chancery Division.

WEBSDELL *v.* **JENKINS.** Byrne, J. 7th May.

PRACTICE—CORRECTION OF ORDER—LIBERTY TO APPLY—R.S.C. XXVIII. 11.

Summons. This was a summons in a purchaser's action for specific performance of an agreement to sell land in the county of Cardigan, the plaintiff having accepted an option of purchase in a lease from the defendant. The ordinary judgment for specific performance of the agreement, and conveyance of the property upon payment of the purchase-money, and setting off the plaintiff's costs against the purchase-money, was given on the 1st of November, 1901, and had been passed and entered. It, however, did not contain any liberty to apply. It was subsequently discovered that the defendant had mortgaged the property for more than the amount of the purchase-money. The mortgagee refused to join in the conveyance unless his principal, interest, and costs were paid him, and the defendant did not procure his concurrence. The plaintiff, the purchaser, thereupon took out this summons asking that he should be at liberty to pay the purchase-money and interest to the mortgagee, that the defendant should pay the taxed costs of the action, and that, if necessary, the order of the 1st of November, 1901, might be corrected for the purpose of specifically performing the agreement under ord. 28, r. 11. It was contended on behalf of the plaintiff that liberty to apply must be implied although not expressed in the order, and that the court could correct the order by adding those words; and the observations of Chitty, J., in *Penrice* v. *Williams* (31 W. R. 496, L. R. 23 Ch. D. 353) to that effect were cited. The defendant did not appear.

BYRNE, J., refused to give leave to the plaintiff to pay the purchase-money to the mortgagee, upon the ground that the conveyance must first be settled in chambers, but said that the plaintiff might apply in chambers for that purpose, and he thought that an order of this kind carried with it *in gremio* a liberty to apply under it. But in case he were wrong, and it did not do so, he gave the plaintiff leave to correct the order under ord. 28, r. 11, and to add the words "Liberty to apply."—COUNSEL, *Rowden*, K.C., and *A. J. Chitty*. SOLICITORS, *E. G. Watkins*, for *Roberts & Evans*, Aberystwith.

[Reported by NEVILLE TEBBUTT, Esq., Barrister-at-Law.]

JARRED *v.* **WALKE.** Byrne, J. 29th April.

MORTGAGE—AUTHORITY TO SOLICITOR OF MORTGAGEE TO RETAIN TITLE DEEDS AND RECEIVE INTEREST—PAYMENT OF PRINCIPAL MONEYS—MISAPPROPRIATION—FORGED RECONVEYANCE.

This was an action on the part of a mortgagee to enforce his security against one defendant and for delivery up of title deeds against two other defendants. The facts of the case are as follows: In 1897 certain premises in Dulwich and East Dulwich were mortgaged by a Mr. A. T. White to the plaintiff to secure £1,700. Subsequently Mr. A. T. White sold the equity of redemption to the first-named defendant in the action, who continued to pay interest until March, 1900. In the preceding year this defendant had received a letter from Charles Parr, the plaintiff's solicitor, purporting to call in the mortgage money on behalf of the plaintiff, and was subsequently served by him with a formal notice to that effect. Charles Parr, as a matter of fact, had acted for the plaintiff in connection with this and other mortgages, the title deeds of this property had been retained by him, and he had authority to receive interest on behalf of the plaintiff. The said defendant paid off the mortgage money in two cheques payable to the plaintiff and certain bills. Parr forged the plaintiff's name on the cheques and misappropriated the cheques and bills for his own purposes. He then prepared a reconveyance of the premises to this defendant and (as the court found) forged the plaintiff's signature to the same. The said defendant, believing the property to be unincumbered, mortgaged the same to the other two defendants. Charles Parr continued for a time to pay interest to the plaintiff, but subsequently absconded, and the fraud being discovered, the present action was brought.

BYRNE, J., considered that the fact that the solicitor was authorized to receive the interest and had possession of the title deeds was not sufficient to justify the payment to him of the principal. His lordship therefore held that the plaintiff was entitled to enforce his security, and to have the

title deeds handed over to him.—Counsel, *Norton*, K.C., and *Methold*; *Leath*, K.C., and *Gatey*; *Bowden*, K.C., and *Gatey*. Solicitors, *Watson Ilyr & Rydon*; *Glasier, Edwards, Heron, & Co.*

[Reported by J. Arthur Price, Esq., Barrister-at-Law.]

EWART *v.* **FRYER.** Joyce, J. 3rd and 6th May.

Practice—Costs—Conveyancing Act, 1892, s. 4—Inquiry to fix Rent of Underlessee Obtaining Relief.

Motion. In the year 1896, the plaintiff, Colonel Ewart, demised a certain tavern to Messrs. Combe & Co. for a term of years at a rent of £300 per annum. On the same day Messrs. Combe & Co. sublet the tavern to the defendant Fryer at a rent of £800 reducible to £300 per annum so long as he got his beer from the company. By committing a breach of a covenant contained in the head-lease Messrs. Combe & Co. incurred a forfeiture, and the underlessee Fryer claiming and obtaining relief in that action under the Conveyancing Act, 1892, s. 4 (*Ewart* v. *Fryer*, 48 W. R. 443; 1902, A. C. 187), an inquiry was directed as to what was a proper rent for him to pay, having regard to all the circumstances of the case, including the absence of the covenant by which the tavern was tied to Messrs. Combe & Co. The costs were reserved. The result of the inquiry was that the rent payable to Colonel Ewart by Fryer was fixed at £600 per annum. On hearing the case in chambers, the judge ordered the plaintiff to pay the costs of the inquiry, amounting to about £300. This was a motion by the plaintiff to discharge the order made in chambers.

Joyce, J., said: This is a question arising upon section 4 of the Conveyancing Act, 1892, which gives the court power to protect underlessees on the forfeiture of superior leases. The case has been before me in chambers, but it was not argued there, nor was the question seriously considered by me. Where a lease is made by agreement between the parties, it is well known that, in the absence of any express stipulation, the solicitor of the lessor prepares the lease at the expense of the lessee, and the lessor pays for the counterpart. But this is a statutory lease, and by section 4 of the Act it is provided that "the court may, on application by any person claiming as underlessee any estate or interest in the property comprised in the lease or any part thereof, either in the lessor's action (if any) or in any action brought by such person for that purpose, make an order vesting for the whole term of the lease, or any less term, the property comprised in the lease or any part thereof in any person entitled as underlessee to any estate or interest in such property upon such conditions as to execution of any deed or other document, payment of rent, costs, expenses, damages, compensation, giving security, or otherwise, as the court in the circumstances of each case shall think fit. . . ." It appears to me that in the absence of any special circumstances, the Act seems to imply that the underlessee should pay the costs. It is also said that this is in the nature of statutory relief in favour of the underlessee against a legal right. It seems that the costs of the inquiry were reserved upon the same principle as in *Slack* v. *Midland Railway Co.* (29 W. R. 302, 16 Ch. D. 81), in order that the judge before whom the inquiry was conducted might have full control over the costs, and see that they were not unreasonably exaggerated. There is no suggestion in this case that the costs have been improperly or unreasonably incurred, and all that Mr. Clare argued was that the costs should be paid by Messrs. Combe; but I find nothing to that effect in the Act, and the underlessee has come so well out of the litigation that I think he may fairly be made to pay the costs.—Counsel, *Hughes*, K.C., and *T. T. Methold*; *O. L. Clare*. Solicitors, *Bolton & Co.*; *J. Jobson*.

[Reported by H. Claughton Scott, Esq., Barrister-at-Law.]

BROOME *v.* **SPEAK.** Buckley, J. 23rd, 24th, 25th, 26th, and 30th April.

Company—Contract—Omission from Prospectus—Honourable Obligation—Cancelled Contract—Contract Cancelling Previous Contract—Companies Act, 1867 (30 & 31 Vict. c. 131), s. 38.

This was an action by a shareholder in the London and Northern Bank against the chairman and two of the directors of the company in respect of the non-disclosure of certain contracts. Under the promotion agreement Bowden, the promoter, was to have a sum equal to 1 per cent. of the nominal capital of the company. The bank, as formed, did not contemplate the purchase of any existing business, but it was subsequently determined to acquire the Leeds Joint Stock Bank. Under the agreement of purchase a deposit was required, and two of the Leeds directors were to become directors of the new bank. This deposit was found by Bowden, and the company, by a letter of the 21st of September, 1898, and a resolution of the 1st of October, agreed with Craig as his nominee to repay it, together with a bonus of £7,500. On this coming to the knowledge of the Leeds directors, at a meeting of the London and Northern Bank board, on the 10th of October, at which they were present, they refused to go on with the sale if this bonus were paid to Bowden. When this was pointed out to Bowden, and he was told that if he persisted in his claim he would run the risk of losing not only the bonus, but also the sum agreed to be paid to him for promotion expenses, and that his right to receive proper remuneration for commission, introducing the Leeds Bank and raising the deposit would be honourably met at a future meeting of the board, he consented to give up his contract, and on the same day a resolution cancelling the contract was passed. On the 18th of October a letter was written by Craig to the bank agreeing to the cancellation of the contract. The prospectus as originally drawn contained a reference to the contract to pay Bowden the £7,500. Subsequent to its cancellation this reference was, on the advice of counsel, struck out, and the prospectus was issued without reference to any contracts other than the promotion agreement and the agreement to purchase the Leeds Bank. The plaintiff applied for and was allotted shares in the company. Subsequently the company went into liquidation, and thereupon the present action was brought. It was argued on behalf of the plaintiff that the contract to repay Bowden the amount of the deposit and to pay him the £7,500 was never in fact cancelled, that it was only varied to the extent of altering the amount which he was to receive by way of bonus, and that the contract as varied ought to have been disclosed. It was also argued that the names and dates of all material contracts, even though they have been cancelled or are otherwise inoperative, must under section 38 of the Companies Act, 1867, be stated in the prospectus. For the defendants it was contended that the contract to pay Bowden the £7,500 had been wholly cancelled, and that what was substituted for it was merely an honourable obligation which was not enforceable, and one which need not, therefore, be disclosed; it was also contended that section 38 only applied to contracts which were executory. The following cases were cited: *Bailey* v. *Homan* (3 Bing. N. C. 915), *Foster* v. *Lord Nugent* (5 B. & Ad. 58), *Taylor* v. *Brewer* (1 M. & S. 290), *Roberts* v. *Smith* (4 H. & N. 315); *Bryant* v. *Fight* (5 M. & W. 114), *Leftus* v. *Roberts* (18 Times L. R. 532), *Twycross* v. *Grant* (2 C. P. D. 469), *Sullivan* v. *Metcalfe* (5 C. P. D. 455), *Arkwright* v. *Newbold* (17 Ch. D. 301), *Cackett* v. *Keswick* (50 W. R. 10), and *Baty* v. *Keswick* (50 W. R. 14).

Buckley, J., after reviewing the evidence, said that with reference to what took place on the 10th of October the law as laid down by Vaughan Williams, L.J., in *Leftus* v. *Roberts*, in which the previous cases were discussed, was that wherever words which by themselves constituted a promise were accompanied by words which shewed that the promisor was to have a discretion or option as to whether he would carry out that which purported to be the promise, the result was that there was no contract on which an action could be brought at all, and continued: Now, that being the law which I have to apply, what is the effect of this resolution? To my mind, it is not to constitute a promise with a discretion in the promisor. There existed at its date a legal obligation as between the bank and Bowden. That was to be put an end to so far as the payment of the £7,500, but what was to be substituted for it was this, that the right of Bowden to receive something was to be admitted; the amount that he was to receive was not admitted, but what might be a proper amount was to be honourably paid in the sense, as I understand it, that he was to be fairly and reasonably dealt with. For those reasons I come to the conclusion that the minute of the 10th of October, 1898, produced another contract. Now with that I must go to the law. In the first place, it has been argued before me that section 38 of the Companies Act, 1867, does not extend beyond executory contracts. I think that is not so. Section 38, of course, has always created very considerable difficulty in knowing what is the proper limit to be put upon the very wide effect of the generality of the expressions; but I see no reason for cutting down the words "contracts entered into by the company" so as to exclude a material contract entered into by the company, although, in point of fact, that contract may have been wholly executed. Suppose a contract between the promoter and every member of the board that the promoter will pay an intending director £1,000 for serving on the board, and that in return for that the director shall allow himself to be appointed one of the first directors, and suppose that the money has been paid, and that the director has joined the board, and the contract is wholly executed. It seems to me that that would still be a contract entered into by a promoter as such and a director before the issue of the prospectus, and that it would be a material contract, and I see no reason for cutting down the language of the section so as to exclude that. Again, supposing a contract for the sale of property of any kind from A. to B., and that that has been wholly executed by a conveyance executed by A. to C. by the direction of B., but B.'s name does not appear on the prospectus, and suppose that B.'s name was one which, as being that of the promoter or for some reason or other, would have been naturally looked at by the intending investor, and if he had known that B. was interested in the matter it might have influenced him in taking shares, why is not that contract within the words "contract entered into" because it has been completed by a conveyance if the disclosure of B.'s name would have been material? To take another illustration. Supposing there was a material contract running, say, for a period of five years, which has expired. It is a contract entered into by the company, and I see no reason for restricting the generality of the language of the section so as to exclude it. Now what I have been addressing myself to so far is the original contract to pay the bonus of £7,500. But now, further, by the minute of the 10th of October and the letter of the 18th of October another contract was entered into—namely, a contract cancelling the previous contract, or cancelling it to some extent. Now, that was a subsisting contract at the date of the prospectus, and why should not that have been disclosed? It appears to me again that that is within the section. Then, thirdly, it seems to me that the letter of the 21st of September was not cancelled by what took place on the 10th and 18th of October. It contained two parts—the obligation to return the deposit and the obligation to pay the bonus. As regards the latter it was put an end to, but as regards the former it was not, it was a subsisting contract; the witnesses are all agreed to that. The company still remained bound to repay the deposit, and again, as regards that, I think it was a subsisting contract, and as such ought to have been disclosed. Then, lastly, if I am right in the view which I take as regards the effect of the minute of the 10th of October, that created a new obligation—not a debt of honour, but something that was binding on the company, and which, therefore, was a contract, and that again ought to have been disclosed under section 38.—Counsel, *Astbury*, K.C., and *J. Reskill*; *Eldon Bankes*, K.C., and *O. L. Clare*; *Haldane*, K.C., and *F. Cassel*; *Warmington*, K.C., and *Hon. F. Russell*. Solicitors, *Rowcliffe, Rawle, & Co.*, for *Cooper & Sons*, Manchester; *Williamson, Hill, & Co.*, for *Storey, Willans, & Storey*, Halifax; *Waterhouse & Co.*; *Parker, Garrett, Holman, & Howden*.

[Reported by H. L. Ormiston, Esq., Barrister-at-Law.]

High Court—Probate, &c., Division.

In the Goods of **CLIFTON SCLATER, R.N. (PRESUMED DECEASED).** Barnes, J. 5th May.

PROBATE—LEAVE TO SWEAR DEATH.

This was a motion for leave to swear the death of Commander Clifton Sclater under the following circumstances: It appeared that in December, 1901, Commander Sclater sailed from Esquimalt, B.C., in command of H.M.S. *Condor*, bound for Honolulu. The ship left on the 2nd of December and had not since been heard of. On the 18th of March the Admiralty gave notice to Commander Sclater's brother, Mr. Arthur William Sclater, of the loss of the vessel in the Pacific, and the books of the ship were closed on the 17th of March. Commander Sclater's estate was valued at about £2,400. The Lords of the Admiralty had tendered their sincere regret to Commander Sclater's wife, and had intimated that the search for the vessel led them to entertain no doubt that the vessel had foundered with all hands.

BARNES, J., gave leave to swear the death of Commander Sclater on or since the 2nd of December, 1901.—COUNSEL, *Priestley*. SOLICITOR, *Baillie*.

[Reported by GWYNNE HALL, Esq., Barrister-at-Law.]

High Court—King's Bench Division.

SMITHERS *v.* **BRIDGE.** Div. Court. 2nd May.

SALE OF FOOD AND DRUGS ACT, 1875 (38 & 39 VICT. c. 63), s. 6.—MILK—PURE BUT OF INFERIOR QUALITY—PREJUDICE OF THE PURCHASER—GUILTY INTENT.

Case stated by justices sitting at the Chelmsford Quarter Sessions. The case stated that the appellant Smithers was a milk dealer at Clacton, and obtained a supply of milk from a farmer named Lilley upon a guarantee of purity. The respondent purchased from Smithers a pint of new milk and had it analyzed in accordance with the Act. From the certificate of the analyst it appeared that the milk contained only 2·09 per cent. of fat, an abnormally small amount. Under a regulation of the Board of Agriculture it had, since the prosecution, been laid down that the least percentage of fat should be 3 per cent. That regulation, however, was not in force when the proceedings were taken. The appellant proved that he sold the milk in the same condition as he received it, and just as it came from the cows. It appeared, however, that the farmer milked his cows at four o'clock in the morning, and not having milked the cows for sixteen hours previously the effect was that, though the quantity of the morning milk was increased, a portion of the fat in the milk was absorbed by the cows. The Clacton magistrates, before whom the proceedings were taken in the first instance, held that there had been under section 6 of the Sale of Food and Drugs Act, 1875, upon which they were founded, a sale to the prejudice of the purchaser, because the appellant had supplied milk not of the nature, substance, and quality demanded. They therefore fined the appellant £20, but on his appealing to the justices of quarter sessions at Chelmsford they, while affirming the conviction, reduced the penalty to £1. Counsel for the appellant cited *Hoyle* v. *Hitchman* (4 Q. B. D. 233). Although the milk was of inferior quality, it was sold in exactly the same condition as it came from the cow, and therefore the conviction ought not to stand. Counsel for the respondent submitted it was a question of fact for the justices alone to decide: *Hewitt* v. *Taylor* (1896, 1 Q. B. 287), *Dyke* v. *Gower* (1892, 1 Q. B. 220).

THE COURT being divided in opinion,

CHANNELL, J., as the junior judge, delivered judgment first in favour of dismissing the appeal. It was material to recollect that section 6 differed materially from some of the other sections of the Act of 1875, because it had been clearly laid down that in cases coming under it no question of guilty knowledge could arise. The question was whether or not the seller had sold something different from and inferior to the article demanded by the purchaser—in other words, not of the nature, substance, and quality demanded. The magistrates had come to the conclusion, as a matter of fact, that the cows did not, in consequence of the way in which they were treated, produce what was properly called milk. The court, therefore, could not interfere with their decision.

DARLING, J., dissented, being of opinion that the appeal should be allowed. The purchaser asked for new milk and was supplied with milk exactly as it was received from the cow. Therefore he got what he asked for. In his opinion the conviction was wrong.

Lord ALVERSTONE, C.J., concurred in the view expressed by Channell, J. The question was whether in fact the person charged had sold something that was inferior to the article demanded by the purchaser, and he thought that *Goulder* v. *Rook* (1901, 2 K. B. 290) was an authority on which the appeal should be dismissed. The appellant could have protected himself by setting up the warranty he had received, which would have been a good defence. But he had not done so. In accordance with the opinion expressed by the majority of the court, the appeal was dismissed, but without costs.—COUNSEL, *Warburton; C. E. Jones*. SOLICITORS, *Speechly & Co.*, for *Asher Prior* and for *Jones & Son*, Colchester.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

REX *v.* **FARNHAM JUSTICES AND OTHERS.** Div. Court. 2nd May.

LICENSING ACTS—JUSTICES—REFUSAL TO RENEW LICENCES—JUSTICES THEMSELVES THE OBJECTORS—JURISDICTION TO ENTERTAIN OBJECTION—APPEAL ENTERED TO QUARTER SESSIONS—"MANDAMUS"—LICENSING ACT, 1872 (35 & 36 VICT. c. 94), s. 42—LICENSING ACT, 1874 (37 & 38 VICT. c. 49), s. 26.

In this case counsel on behalf of the justices for the Farnham Division of Surrey shewed cause against a rule obtained on the 15th of April requiring them to hold an adjourned licensing session to deal with certain applications made by nine applicants for licences. The grounds upon which the rule was obtained were substantially that the justices were not entitled to be objectors to the granting of the licences; that if they were so entitled, and if in fact they did object, they were not entitled to sit and adjudicate on the applications; that in these particular cases the justices were disqualified by reason of certain steps they had taken to get information concerning the houses, and it was suggested that by so doing they had prejudiced the case; and the fourth objection, which only applied to one of the ten justices, was that it was said he was of the party which was actively engaged in opposing the renewal of licences in the district, and that he had been one who had voted for a resolution in opposition to them. The really important questions of law were (1) can justices start an opposition? and (2) if they have started an opposition to a licence being granted, can they adjudicate upon it? On behalf of the justices it was submitted that a *mandamus* was not available where there was another remedy open to the applicant. In this case not only was there an effective remedy by appeal to quarter sessions, but the parties were actually pursuing it and had given notice of their intention to appeal. Dealing with the substance of the case, counsel said that it raised one of the most important points which had been raised recently under the Licensing Acts. The court had to decide whether section 42 of the Licensing Act of 1872, as amended by section 26 of the Licensing Act of 1874, had so cut down the discretion of the justices with regard to refusing to renew licences that they were unable to exercise that discretion unless the objector was someone outside their own body. In support of the rule it was submitted that although notice of appeal had been given *mandamus* was still the proper remedy, because here the court had been improperly constituted, and *Reg.* v. *Farquhar* (L. R. 9 Q. B. 258), *Reg.* v. *Howard* (L. R. 23 Q. B. D. 502) were cited. Here the justices were the objectors, contrary to what was ever contemplated by section 42 of the Act of 1872: *Reg.* v. *Anglesea Justices* (65 L. J. M. C. 12). This case could be distinguished from *Baxter* v. *Leech* (79 L. T. Rep. 138).

THE COURT (Lord ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) held that notice of appeal was no bar to the obtaining of a *mandamus*. But in their opinion the justices could themselves raise, under section 42 of the Act of 1874, objections to the renewal of a licence; and that the section as amended did not invalidate the proceedings merely because notice had been given by them. The fact that the justices had given notice did not debar them from adjudicating on the applications. There was no foundation for this court holding that the justices had acted upon information which they had obtained privately, or otherwise than on that of the witnesses given on oath called before them. None of the four grounds on which the rule was moved for could prevail, and the application for a *mandamus* failed. Rule discharged with costs.—COUNSEL, *F. Low*, K.C., and *Hohler*; *Horace Avory*, K.C., and *Stimson*. SOLICITORS, *Prior, Church, & Adams*, for *Richard Mason*, Town Clerk, Farnham; *W. Montgomery White*, for *Edgar Kempson*, Farnham.

[Reported by ERSKINE REID, Esq., Barrister-at-Law.]

READ *v.* **THE FRIENDLY SOCIETY OF OPERATIVE MASONS AND OTHERS.** Div. Court. 15th and 16th April; 3rd May.

ACTION, CAUSE OF—TRADES UNION—INDUCING OTHERS TO BREAK CONTRACT.

Appeal by the plaintiff from a judgment for the defendants given by Judge Eardley Wilmot, sitting at the Ipswich County Court, in an action for wrongfully and maliciously inducing Messrs. W. & W., to whom the plaintiff had been bound apprentice for three years as a stonemason, to break the contract of apprenticeship. By the deed of apprenticeship the plaintiff, who was twenty-five years of age, covenanted to serve Messrs. W. & W. for three years at 15s. a week, and they covenanted to teach him the trade. Messrs. W. & W. and the men in their employ were members of the defendant society. Certain rules had been drawn up between masters and men, and these rules Messrs. W. & W. had agreed to and signed. Rule 6 for Ipswich and district was as follows: "Apprentices.—That boys entering the trade shall not work more than three months without being legally bound apprentice, and in no case to be more than 16 years of age, except masons' sons and stepsons. Employers to have one apprentice to every four masons on an average." At a lodge meeting of the defendant society on the 13th of August, 1900, it was resolved that if the plaintiff started work for Messrs. W. & W. as a mason, one of their *employés* was to report the fact in two hours. Owing to the action of the defendants Messrs. W. & W. did not employ the plaintiff as a stonemason or teach him the trade; but he continued to do labourer's work. On the 20th of May, 1901, the secretary of the defendant society wrote to Messrs. W. & W. that they regretted that Messrs. W. & W had placed themselves in a difficult position, but the members of the society considered the firm's action a direct infringement of the rule, and if the man started working at the trade they were bound to protest against the firm for introducing an individual not of the trade, and in accordance with their general rule the society had empowered their members working for the firm take prompt action in the matter. The defendants admitted in answer to interrogatories that "prompt action" meant that the masons in Messrs. W. & W.'s employ should give two hours' notice and leave their employ if they thought fit. The judge held that the facts fell short of giving any ground of action against the defendants, who seemed to have acted *bond fide* in the interests of the society and not from any improper motive, and that they had not acted improperly in their method of enforcing the rule. From this judgment the plaintiffs now appealed. The following cases were cited in the course of the argument: *Lumley* v. *Gye* (1 W. R. 432, 2 E. & B. 216), *Temperton* v. *Russell* (41 W. R. 565; 1893, 1 Q. B. 715), *Allen* v. *Flood* (46 W. R. 259; 1898, A. C. 1), *Taff Vale Railway* v. *Amalgamated Society of Railway Servants* (50 W. R. 44;

1901, A. C. 426), and *Quinn* v. *Leathem* (50 W. R. 139; 1901, A. C. 495). *Cur. adv. vult.*

On the 3rd of May THE COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) delivered written judgments allowing the appeal, in which they held that the county court judge was wrong, and that there ought to be a new trial. The plaintiff had entered into a contract which entitled him to demand of Messrs. W. & W. that they should teach him the trade of a stonemason, and the defendants' sufficient justification for interference with such right of the plaintiff must be an equal or superior right in themselves. The law in such a case was clearly laid down in *Quinn* v. *Leathem*, in *Lumley* v. *Gye*, and in *Allen* v. *Flood*: "A person who procures the act of another can be made legally responsible for its consequences . . . if he knowingly and for his own ends induces that other person to commit an actionable wrong." The defendants had no right to bring pressure to bear to procure Messrs. W. & W. to break their contract with the plaintiff, and there should be a new trial. Appeal allowed.—COUNSEL, *Henlé; Chester Jones.* SOLICITORS, *Field, Roscoe, & Co.*, for *Leighton & Aldous*, Ipswich; *Shaen, Roscoe, & Co.*

[Reported by E. G. STILLWELL, Esq., Barrister-at-Law.]

NEW ORDERS, &c.

TRANSFERS OF ACTIONS.

ORDERS OF COURT.

Thursday, the 1st day of May, 1902.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britain, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice Farwell (1902—D.—No. 455).

In the Matter of David Payne & Co. (Limited). St. John Montagu Young v. David Payne & Co. (Limited). HALSBURY, C.

Monday, the 5th day of May, 1902.

I, Hardinge Stanley, Earl of Halsbury, Lord High Chancellor of Great Britian, do hereby order that the action mentioned in the Schedule hereto shall be transferred to the Honourable Mr. Justice Byrne and Mr. Justice Buckley.

SCHEDULE.

Mr. Justice Kekewich (1902—J.—No. 414).

In the Matter of The Johnston Die Press Co (Limited) Victor George Levett v. The Johnston Die Press Co (Limited). HALSBURY, C.

LAW SOCIETIES.

THE GENERAL COUNCIL OF THE BAR.

The Council have recently had under their consideration the following questions submitted to them by a barrister: (1) Are counsel justified in accepting briefs to appear at local inquiries under the Local Government Acts, the Public Health Acts, or the Light Railway Act from clerks to local authorities who are not solicitors? (2) Further, can counsel accept a Parliamentary brief from a Parliamentary agent who is not a solicitor and who is acting for such a clerk? The Council have answered both the above questions in the affirmative.

COMPANIES.

LAW FIRE INSURANCE SOCIETY.

ANNUAL MEETING.

The annual general meeting of the shareholders of the Law Fire Insurance Society was held on Tuesday, at the Society's house, Chancery-lane, Sir RICHARD NICHOLSON, the chairman, presiding.

REPORT AND ACCOUNTS.

The fifty-sixth annual report of the directors stated: The premium income of the year 1901 amounted to £162,328, and shewed an increase of £4,293 over that of the previous year. The total amount insured was estimated at 137½ millions. The ratio of losses in 1901 to the net premium income for the year was 33·5 per cent.; the expenses of management were 14·8 per cent.; and the commission 13·6 per cent. The sum of £20,000 had been added to the reserve fund. The directors deeply regretted to announce the loss which they had sustained by death during the past year of their esteemed colleagues, Mr. Octavius Leefe and Mr. Richard Mills. The former had been a director of the society for a period of eight years, and the latter for twelve years. The board, under the provisions of the deed of settlement, have filled these vacancies by the appointment of Mr. Francis Edwin Essington Farebrother and Mr. Thomas Rawle. Under the terms of the deed these gentlemen retired from office at the meeting, but were eligible for re-election. The directors congratulated the shareholders on the successful operations of the society during the past year, and begged to renew their thanks to them and to the agents and officers for their exertions to advance the interests of the society. The directors trusted that they might continue to receive from the shareholders and agents that powerful support which their position enabled them to give, and which was essential to the maintenance of the society's present prosperity.

The secretary, Mr. G. W. BELL, having read the notice convening the meeting,

The CHAIRMAN moved the adoption of the report. After expressing the great regret of the board at the loss sustained in the death of Mr. Octavius Leefe and Mr. Richard Mills, directors, he observed that their places had been filled by the appointment of Mr. Thomas Rawle, and of Mr. Farebrother, of the firm of Fladgate & Co., both of whom had contributed largely to the funds of the society by the business they had brought to it. The board hoped they would continue their good offices. He might mention that Mr. Rawle had inaugurated his election to the board by issuing a circular to a great many of his friends and clients pointing out the value of the society as a means of insurance. This was an example which might be very well followed by those who had not hitherto seen their way to a similar course. Before coming to the accounts he should like to point out that 1901, so far as his information had gone, had not been a very successful year for insurance offices; on the contrary, it had been a bad year. But as far as the Law Fire was concerned it had bettered its condition. They would observe that the ratio of losses was 33·5 per cent., whilst the expenses were 14·8, and the commission 13 6. He had before him recently the published account of the doings of some fifteen offices. He had taken out from that account the returns of all the offices which had a larger premium income than the Law Fire. In one case the income of the office was double that of theirs, in another three times as great, in another four, and in one seven times their income. The average ratio of premium income to losses amongst these offices was 67 per cent., and the expenses were 15 per cent., the commission being 17 per cent. Having regard to the figures he had mentioned in connection with the Law Fire, he thought they had good reason to congratulate themselves on the result of the year's operations. Coming to the material part of the report, he had congratulated the shareholders last year on the fact that that was the best year's business they had ever done. But the year 1901 exceeded the business of any year since the institution of the society. The premium income for 1901 was £162,328, as against £158,035 for 1900, which was the highest up to that time. The balance brought forward was £49,544, against £45,987 in 1900. Turning to the other side of the account, the fire losses outstanding were £54,333, as against £51,000 in 1900. The commission in 1901 exceeded that of 1900 by £500, but it was still only 13·6 of the premium income. The only other item calling for observation was the placing of £20,000 to the reserve account, which brought it up to £165,000, which was £20,000 better than it had ever been before. Upon the question of the reserve fund he had from time to time made some observations, and when he had said he thought it their duty to increase it he believed that had met with the sympathy of the shareholders. He felt that they ought to increase the fund largely because they were not in so satisfactory a position as regarded the reserve fund as some other offices were. He had had a list submitted to him by Mr. Bell which shewed that they might add to the reserve with considerable advantage. The public looked, of course, to the reserve fund very much as a means of enabling the office to settle claims rapidly and satisfactorily. He felt that they had done their duty this year, at any rate, in putting £20,000 to reserve. He knew there was a feeling amongst some shareholders that the Law Fire was a machine for grinding out 35 per cent. He thought that must be taken with great qualifications. They must strengthen the reserve, that was their first duty, whatever they were able to pay their shareholders. It might be that they might not be able to pay in some particular year 17s. 6d. per share, but even if they did not they would admit that the stronger, better, and more proper policy was to increase the reserve fund. As to the balance-sheet, the reserve fund was £20,000 better than ever before, the fire losses outstanding on the 31st of December were £10,579, as against £12,683 in 1900, some £2,104 less. The balance which was carried forward after paying the interim dividend, £12,500, stood at £52,697, as against £49,544 in 1900, a plus quantity of £3,153. On the other side of the account the investments showed some variation. The office had £19,550 war stock, an increase in bank stock of £21,324, London County Council £4,940, Metropolitan Consolidated £5,459, a total increase on that account of £51,723. But mortgages had been paid off to the extent of £24,582. Cash on deposit was £5,000 less, and the cash in hand was £554 less. Of course these two latter items were mere accidental results. On the whole the balance shewed an increase against 1900 of £21,099. 1900 was £24,000 to the good. The available balance on the year's account was £52,697, as against £49,544 in 1900. The shareholders had had of this amount £12,500 by way of interim dividend, and he had now the pleasure to declare an additional dividend of 12s. 6d. per share, making 17s. 6d., which was the dividend paid in 1900. That would take £31,250, and would leave £21,447 to go on with. He trusted that some of that £21,000 might find its way to the reserve account. He had the pleasurable duty to perform of thanking their old friend Mr. Bell for his sage advice and most valuable assistance to the board. They had to thank also the loyal and efficient staff. He moved that the report and accounts be adopted.

Lord HOBHOUSE seconded the motion, which was carried unanimously.

PRESENTATION TO SECRETARY.

The CHAIRMAN said that most of those present were aware that Mr. Bell had been connected with the society for a great number of years—much to its advantage. He had been with them since 1845, when the annual premium income was £43,000. The directors had felt that the present was a very fitting time when the society might in some special way recognise his merits and his successful devotion to the interests of the society. The directors did their best to carry on the business successfully, but without

the assistance of Mr. Bell it was not unlikely, he thought, that they might have made some mistakes which might have interfered somewhat with the 17s. 6d. per share the shareholders were going to receive. Mr. Bell seemed to have a kind of intuitive perception of a bad risk, however well it might be disguised, and a word from him was enough to put caution into the board, and they took advantage of his suggestions. Mr. Bell's position in the insurance world could hardly be improved. It was a great advantage to the society that he occupied that position. His devotion to their interests, his great experience, had enabled him to contribute in a most marked degree to the success of the society. He (the chairman) was about to propose, at the instance of the board, that the society should vote a thousand pounds to Mr. Bell in recognition of what he had done in the interests of the society. The motion which he he would move was "That the sum of £1.000 be presented to Mr. Bell, the society's secretary, in recognition of the services rendered by him to the society. Appointed chief clerk on the formation of the society in September, 1845, Mr. Bell became secretary in 1868. In the latter capacity, as principal officer charged with the regulation of the society's affairs and as the confidential and trusted adviser of the board, Mr Bell had enjoyed the confidence not only of it, but of the shareholders at large; and in the discharge of the responsible duties cast upon him has brought to bear such sound judgment, tact, and energy on fire insurance business as have contributed, in a very large degree to the continuance and very marked success which has attended the society's operations."

Mr. ARDEN, in seconding the resolution, spoke of the very great work Mr. Bell had done for the society.

The motion was carried unanimously.

Mr. BELL, who was received with acclamation, returned thanks. He said that if he had been, as a distinguished German statesman had remarked of someone else, the honest broker, the board had been the head and the brains, and the society owed to them a great deal of the success in all that had happened. If they had to thank him at all, it was that dangers had been avoided as much as possible. It was a great pleasure to him to look back upon the fifty odd years he had spent in the society, during which he had made troops of friends and not a single enemy. He thanked them warmly for the handsome sum they had voted to him, and it was most pleasing and happy to him to know that the most generous confidence had been placed by the board in their executive officer.

On the motion of the CHAIRMAN the retiring directors were re-elected as follows: Mr. Francis Edwin Essington Farebrother, Mr. Joseph Augustus Hellard, Mr. Edward Carleton Holmes, Mr. Frederick Peake, Mr. Thomas Rawle, Mr. John Edward Wase Rider, Mr. George Ro per, Mr. Joseph Perceval Tatham, Mr. Richard Walter Tweedie, and Mr. Romer Williams.

The auditors were re-elected as follows: Mr. James Frederick Burton, Mr. Edmund Francis Blake Church, Mr. John Henry Hortin, and Mr. Charles Robert Roberts West.

Mr. ARDEN spoke of the desirability of building up a good reserve fund.

On the motion of Mr. WILFRED CRIPPS, C.B., seconded by Mr. ARDEN, a vote of thanks was passed to the chairman and the directors.

The CHAIRMAN, in returning thanks, said that the income beyond their premium income was only £10,000 a year, and it was felt that should disastrous years supervene there might be a difficulty in paying the usual 17s. 6d. dividend per share. The board therefore felt most strongly the necessity for a good reserve fund.

LEGAL NEWS.

OBITUARY.

The death is announced of Mr. JOHN ALBERT FARNFIELD, solicitor, until recently a member of the firm of J. A. & H. E. Farnfield, solicitors, 90, Lower Thames-street, London. Mr. Farnfield was admitted in 1863, and in 1877 entered into partnership with his brother. He was widely known as well versed in nautical law and navigation, and on the occasion of a recent case, the Lord Chief Justice paid Mr. Farnfield the compliment of referring to his intimate knowledge of the Thames and the Thames watermen and lightermen. He was for many years secretary of the Barge Owners' Protection Society, which he helped to establish many years ago. He was a member of the Court of the Shipwrights' Company and was also for many years secretary of the Thames Sailing Barge Match. He was also a member of several yacht clubs. He was one of the oldest solicitors practising at the City of London Court. He was well known among the members of the Masonic craft, and in 1887, at the celebration by Grand Lodge of the late Queen's Jubilee, the King conferred upon Mr. Farnfield the brevet rank of Past Assistant Grand Director of Ceremonies. He was also the treasurer of the Royal Masonic Benevolent Institution for Aged Freemasons and Widows of Freemasons. He only retired from practice on the 31st of December last.

APPOINTMENTS.

Mr. H. STUART SANKEY, barrister-at-law, has been appointed Recorder of Faversham, in the place of Mr. G. E. Dering, deceased.

Mr. WILLIAM BEDFORD GLASIER, solicitor, of 47, Essex-street, Strand, has been appointed a Commissioner of the High Court of Judicature at Fort William, in Bengal, to take affidavits, acknowledgments, &c.

CHANGES IN PARTNERSHIPS.

DISSOLUTION.

OCTAVIUS EDDISON, CHARLES LUPTON, and CHARLES FRANCIS HAIGH, solicitors (Nelson, Eddisons, & Lupton), Leeds. April 30, 1902. The said Octavius Eddison and Charles Lupton will continue to carry on the said business. [*Gazette*, May 2.

GENERAL.

At the recent trial of the persons charged with conspiring to obtain money by means of forged leases, the counsel for one of the persons urged that he was "a poor, hard-working man." The Recorder said "that is not much in his favour if his hard work consisted of forging leases. It is like a case I had the other day, in which a highway robber pleaded that he used no more violence than was necessary."

With the view of perpetuating the memory of the late Mr. Samuel Pope, K.C., a movement has been started to present to the Middle Temple, of which society he was a bencher, a cup bearing his name. A committee in furtherance of this project has been formed consisting of Mr. Littler, K.C., C.B., Mr. Pember, K.C., Sir Theodore Martin, Sir John Wolfe-Barry, Mr. Honoratus Lloyd, Mr. Ashby Pritt, and Mr. Charles Hawksley. Mr. James Gully has consented to act as honorary secretary.

In a certain criminal case a few years ago, says the *Albany Law Journal*, in which the culprit was arraigned upon a charge of manslaughter, which seemed to bear very much against him, the counsel held up his little child, who was crying aloud, as an eloquent appeal to the jury in his behalf. This might have answered very well, had not one of the opposing counsel put the pertinent question to the youngster—"What are you crying for?" when the artless reply was: "He pinched me, sir."

The judges (Bigham and Bucknill J.J.) have fixed the following commission days for the summer assizes on the Western Circuit—viz., Salisbury, Thursday, May 29; Dorchester, Tuesday, June 3; Wells, Saturday, June 7; Bodmin, Friday, June 13; Exeter, Thursday, June 19; Winchester, Saturday, June 28; Bristol, Monday, July 7. Mr. Justice Bucknill will go on the circuit alone until Exeter is reached, when Mr. Justice Bigham will join him. Both civil and criminal business will be taken at all the places.

An esteemed correspondent draws attention to some singular errors in an extract from an article by Lord Davey, which has been forwarded to him as specimen pages of the new volume of the "Encyclopædia Britannica." They must be errors of the press. He says, "There is no such reference known to the law as L. N. 2 H. L. 99. There is no case *Deny & Peek* reported in the Law Reports. The Act of 1900 does not avoid all securities not registered within a short date after their execution, nor does it provide for the registration at the Joint Stock Registry of all securities. The case of *Salomon* v. *Salomon* was not decided in 1879, but in 1897."

The Committee for Privileges decided on Tuesday the claims to the office of Lord Great Chamberlain. In announcing the decision, and after rejecting the claim of the Duke of Atholl, the Lord Chancellor said that "when this hereditary office descends to females, such persons, if more than one, have a right, subject to his Majesty's approval, to appoint a deputy to execute the said office. I think also that, if such persons do not all agree, his Majesty may appoint whom he will for the performance of the duties thereof until the co-heiresses shall agree in nominating a person for that situation to be approved by his Majesty, and according to the precedents the person appointed must not be of inferior degree to a knight. The result is that I move your lordships that this Committee should agree to report to his Majesty that the rights of the co-heiresses who have inherited this office are in the Earl of Ancaster, the Marquis of Cholmondeley, and Earl Carrington, in whom, therefore, the right of selection of a deputy vests, subject of course to the conditions above mentioned."

On Saturday, in the Irish Chancery Court, says the Dublin correspondent of the *Times*, the Lord Chancellor gave judgment in the action taken by the Incorporated Law Society in reference to the conduct of a solicitor who had acted for Owen Kenny, a bankrupt. Kenny had been imprisoned owing to the unsatisfactory character of his statement of affairs in the Bankruptcy Court, and afterwards admitted that he had withheld from the court a sum of £820. Judge Boyd, who had the case before him in that court, came to the conclusion that the bankrupt's solicitor knew that the statement of affairs was false and misleading, and suspended the solicitor until further order from practising in the Bankruptcy Court. The Incorporated Law Society was put in motion, and brought the matter before the Lord Chancellor. His lordship, having reviewed at length the facts of the case, suspended the solicitor from practice for twelve months. In reply to an appeal that he should be permitted to practise in the Inferior Courts during that time, Lord Ashbourne said that he would consider the form of his order.

In order to become a lawyer in Spain is is necessary, says the *Albany Law Journal*, to acquire the degree of Bachelor of Philosophy, and then pursue a course of study during seven academic years on the following subjects: Outline study of law; Roman law; history and elements of the civil and criminal law of Spain; Spanish codes; history and elements of the canon law generally and particularly of Spain; history and discipline of the Church generally and particularly of Spain; political economy; Spanish public law and administrative law; theory of procedure; forensic practice; forensic eloquence. After four years the student received the degree of Bachelor of Laws, and at the end of seven years he obtained the title of licentiate of jurisprudence. According to royal order, this was sufficient authority for the exercise of the profession in all Spanish territory, without the necessity for previous authority from the courts of justice. The law expressly provided that the title of licentiate of jurisprudence, or attorney and counsellor-at-law, obtained at the universities the last year of the course, was enough of itself, without any other requirement, to authorize the practice of law in all the monarchy.

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	Emergency Rota.	Appeal Court No. 2.	Mr. Justice Kekewich.	Mr. Justice Byrne.
Monday, May.....12	Mr. W. Leach	Mr. Pemberton	Mr. Greswell	Mr. Godfrey
Tuesday 13	Greswell	Jackson	W. Leach	Farmer
Wednesday 14	King	Pemberton	Greswell	Godfrey
Thursday 15	Church	Jackson	W. Leach	Farmer
Friday 16	Farmer	Pemberton	Greswell	Godfrey

Date.	Mr. Justice Farwell.	Mr. Justice Buckley.	Mr. Justice Joyce.	Mr. Justice Swinfen Eady.
Monday, May 12	Mr. Carrington	Mr. R. Leach	Mr. Church	Mr. Jackson
Tuesday 13	Pugh	Beal	King	Pemberton
Wednesday 14	Carrington	R. Leach	Church	Pugh
Thursday 15	Pugh	Beal	King	Carrington
Friday 16	Carrington	R. Leach	Church	Beal

The Whitsun Vacation will commence on Saturday, the 17th of May, and terminate on Tuesday, the 20th of May, 1902, both days inclusive.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

May 12.—Messrs. TUCKETT & SON, at the Mart, at 2:—Leasehold Residence, within two minutes of Regent's Park, value £85 per annum. Solicitors, Messrs. R. F. & C. Smith, London. (See advertisement, May 3, p. 474.)—Sittingbourne, Kent: The Valuable Freehold Property, known as the Rodmersham Estate, comprising about 434 acres, and let at rents amounting to about £1,600 per annum; also the Manor of Rodmersham, the Advowson, and the Impropriate Tithe, commuted at £270 per annum. Solicitors, Messrs. Lawrance, Webster, Messer, & Taylor, London. (See advertisement, April 26, p. 8.)

May 13.—Mr. Geo. Futvoye Francis, at the Mart, at 2:—40, Norland-square, Holland Park-avenue, W.: A well-built and fitted Residence, pleasantly situate on high ground, overlooking matured gardens. Solicitors, Messrs. Mead & Sons, London. (See advertisement May 3, p. 5.)

May 13.—Messrs. Langridge & Freeman, at the Crown Hotel, Tonbridge:—Freehold Properties, known as Round's Farm, Hadlow, and Bourne Mead Farm, Hadlow Village. The commodious Freehold Residence, known as "Chesfield," Hadlow. The Freehold Residence, with gardens and paddock of about 7½ acres, known as "The Hermitage," Hadlow-road, Tonbridge.

May 14.—Messrs. Langridge & Freeman, at Walter's Green Farm, Fordcomb:—Household Furniture.

May 15.—Messrs. Langridge & Freeman, at the Star Hotel, Maidstone:—The Freehold Estate of about 190 acres, known as "Spitzbrook," in the parishes of Yalding and Marden. Freehold Estate, known as "Grove House," East Peckham, comprising about 74 acres. Freehold Inn, known as "The Chequers," Aylesford. (See advertisements May 3, p. 5.)

May 14.—Messrs. S. Walker & Son, at the Mart, at 2:—Catford and Forest Hill: A Freehold Residence, known as "Knockholt," Ravensbourne Park, Catford, situate on high ground, with park-like surroundings; and a Semi-detached Residence, No. 36, St Germain's-road, Forest-hill, let at £32 per annum. Solicitors, Messrs. Upperton & Co., London. (See advertisement, May 3, p. 474.)

May 14.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2:—Friern Barnet: The Manor-house Estate. Freehold Residential Property, of 118 acres. Solicitor, R. Vernor Miles, Esq., London.—Bermondsey: Freehold Building Estate, well situate in Bermondsey-street, a short distance from London Bridge Stations. Solicitors, Messrs. Coode, Kingdon, & Cotton, London.—Bond-street, just off: The Perpetual Corporation Lease of Premises, Bruton street, adjoining the Grafton Galleries; held from the Corporation of London. Solicitors, Messrs. Cox & Lafone, London.—City of Westminster: Long Leasehold Investment, comprising the valuable Equity of Redemption in the noble corner pile of buildings distinguished as Army and Navy Mansions, situate in Victoria-street; rental value about £5 930 per annum. Solicitors, Messrs. Angove, Bromwich, & Yeo, London. (See advertisements May 3, p. 5.)

May 15.—Messrs. Farebrother, Ellis Egerton, Breach, Galsworthy, & Co. at the Mart, at 2:—No 44, Old Bond st, Freehold Property with Shop, producing £600 per annum. Solicitors, Messrs. Whitfield & Harrison, London. (See advertisment, this week, p. 5.)

May 15.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:—

REVERSIONS:

To One-eighth of a Trust Fund, value £10,000; two lives aged 65 and 67. Solicitors, Messrs. Pearce-Jones & Co., London.

To One-seventh of Property in Cork; life 75. Solicitors, Messrs. Harrison & Powell. London.

To One-fourth of Freehold Ground-rents in Stafford and Warwick, value £30,000; gentleman aged 64 and lady aged 66. Solicitors, Messrs. Pearce-Jones & Co., London.

To Three-thirteenths of a Trust Fund of £12,000; life 55 (see particulars). Solicitors, Messrs. Pearce-Jones & Co., London.

To a Trust Fund, value £5,610; lady aged 56. Solicitors, Messrs. Ashurst, Morris, Crisp, & Co., London.

To One-fourth of Freehold Property at Hastings; lady aged 68. Solicitors, Messrs. Douglas Norman & Co., London.

LIFE INTEREST of lady 27 in £1,834 cash, with other valuable interest (see full particulars). Solicitor, E. M. Lazarus, Esq., London.

POLICIES for £4,000, £3,000, £500.

SHARES in the Brentwood Gas Co. Solicitors, Messrs. Jackson & Jackson, Devizes. (See advertisements, this week, back page.)

WINDING UP NOTICES.

London Gazette.—Friday, May 2.

JOINT STOCK COMPANIES.

Limited in Chancery.

Baker, Smith, & Co, Limited—Petn for winding up, presented April 24, directed to be heard May 16. Scholes, 49, Princess st, Manchester, solor for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 15

British and Colonial Industries, Limited—Petn for winding up, presented April 26, directed to be heard May 13 Lee & Co, 1, Gresham bldgs, Basinghall st, solors for the petners Notice ot appearing must reach the above-named not later than 6 o'clock in the afternoon of May 12

Cabin, Limited (in Voluntary Liquidation)—Creditors are required, on or before May 23, to send their names and addresses, and particulars of their debts or claims, to James Mair Davies, 46, Queen Victoria st

Hammonds Matabele Gold Mines Development, Limited (in Liquidation)—Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims, to Herbert Watkins, 22, New Broad st

India Corporation, Limited—Creditors are required, on or before June 12, to send their names and addresses, and the particulars of their debts or claims, to George Henry Ernest Goodman, 122, Cannon st

Indian Cotton Seed Product Co, Limited—Creditors are required, on or before June 7, to send their names and addresses, and the particulars of their debts or claims, to James Oakden Jackson, 23, Acresfield, Bolton. Winders, Bolton, solors for the liquidator

Mural and Decorations Syndicate, Limited—Petn for winding up, presented April 28, directed to be heard May 13. Bentley, 30, Essex st, Strand, solor for petner. Notice of appearing must reach the above-named not later than six o'clock in the afternoon of May 12

Sherlaw's Gold Mining Co, Limited—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, to William John Lyne, Moorgate ct, Moorgate pl. Chave & Chave, New Broad st House, New Broad st, solors for the liquidator

Shoeburyness Gas Co, Limited—Creditors are required, or or before June 7, to send their names and addresses, and the particulars of their debts or claims, to W & F Gregson, Southend

Webster's Gold Mining Co, Limited—Creditors are required, on or before June 3, to send their names and addresses, and the particulars of their debts or claims, to William John Lyne, Moorgate ct, Moorgate pl. Chave & Chave, New Broad st House, solors for liquidator

Wool, Hide, and Skin Syndicate, Limited—Petn for winding up, presented April 26, directed to be heard May 13. Rawlinson, 47, New Broad st, solor for petner. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 12

Unlimited in Chancery.

Ipswich Tramways Co—Creditors are required, on or before May 10, to send their names and addresses, and the particulars of their debts or claims, to J. F. Titchmarsh, 17, Museum st, Ipswich

Royal Standard Permanent Benefit Building Society—Creditors are required, on or before June 2, to send their names and addresses, and particulars of their debts or claims, to Henry Bulcraig, Burleigh House, 368, Strand

London Gazette.—Tuesday, May 6.

JOINT STOCK COMPANIES.

Limited in Chancery.

The Austral Gold Explorers, Limited—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to Edwin Habben, Finsbury House, Blomfield st Cox, Temple chmbrs, solor to the liquator

B. C. Development Co, Limited—Creditors are required, on or before July 10 to send their names and addresses and particulars of their debts or claims, to Thomas J. Garlick, 17, Basinghall st Hays & Co, Clement's ln, solors to the liquidator

Chester Lion Brewery Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before June 18, to send their names and addresses, and particulars of their debts or claims, to George Lord, 63 Victoria rd, Seacombe, Chester

Coventry Components, Limited—Petn for winding up, presented May 1, directed to be heard May 27 Timbrell & Deighton, 44, King William st, solors for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 26

Decorative Arts Guild, Limited—Creditors are required, on or before June 7, to send their names and addresses and particulars of their debts or claims, to Henry Powell Norris, 5, Argyll place, Regent st. Burgess & Co, 1, New sq, Lincoln's inn, solors to liquidator

Goldfields of Victoria, Limited—Creditors are required, on or June 18, to send their names and addresses, and particulars of their debts or claims, to A. J. H. Robertson, 20, Bucklersbury. Vallance & Co, solors to the liquidator

Grimsby Steam Fishing Vessels Mutual Small Damage and Collision Club, Limited—Creditors are required, on or before June 17, to send their names and addresses, and the particulars of their debts or claims, to Richard Field Helm, Bank chmbrs, Parliament st, Hull. Bates & Mountain, Gt Grimsby, solors to the liquidator

Howell's "Simplex" Anti-Inductive Telephone Syndicate, Limited—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to D. F Baaden, 33, St Swithin's ln

Intensified Gas Light Co, Limited (in Voluntary Liquidation)—Creditors are required, on or before June 1, to send their names and addresses, and the particulars of their debts or claims, to James L. Cope, 3, Wilson st, Drury ln

Longhill Bolt Rivet, and Iron Co, Limited Petn for winding up, presented April 26, directed to be heard May 29, at 10. Dodd, 23, Scarborough st, West Hartlepool, solor for petners Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of May 28

Montevideo Assets Co, Limited—Creditors are required, on or before Sept 1, to send their names and addresses, and the particulars of their debts or claims, to Messrs. Nicol & Co, 52, Moorgate st. Norton & Co, Old Broad st, London, solors for liquidators

Oowana Soap Co, Limited—Creditors are required, on or before June 13, to send their names and addresses, and the particulars of their debts or claims, to H Whitfield and G H Holley, 305, Victoria st. Vallance & Co, solors to the liquidators

Paringa Consolidated Mines, Limited (in Liquidation)—Creditors are required, on or before June 30, to send their names and addresses, and the particulars of their debts or claims, to J W H Byrne, 81, Gracechurch st

Rawfolds Wire Co, Limited—Creditors are required, on or before June 14 to send their names and addresses, and the particulars of their debts or claims, to Thomas Silvey, 94, Market st, Manchester. Williamson, Manchester, solors to the liquidator

Scarborough Ocean Yawl Mutual Insurance Association, Limited—Creditors are required, on or before May 17, to send their names and addresses, and the particulars of their debts or claims, to Frederick Garrard Stephenson, Kings Cliff, Scarborough

W. Roberts & Co, Limited—Creditors are required, on or before June 14, to send their names and addresses, and particulars of their claims, to Lawrence Lord, Irwell ter, Bacup Woodcock & Sons, Haslingden, solors to the liquidator

Whitehaven Baths Co, Limited—Creditors are required, on or before July 1, to send their names and addresses and the particulars of their debts or claims, to Henry Rowlands, 18, Mill st, Whitehaven Brockbank & Co, Whitehaven, solors to the liquidator

Unlimited in Chancery.

Vancouver and British Columbia General Exploration Co—Creditors are required, on or before June 17, to send their names and addresses, and the particulars of their debts or claims to Edmund Heisch, 18, St Helen's pl Slaughter & May, Austin Friars, solors to the liquidator

CREDITORS' NOTICES.

UNDER 22 & 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 18.

ASTELL, CHARLES EDWARD, Pindlehinton, Dorset May 1 Andrews & Co, Dorchester
BAMKIN, FREDERICK WILLIAM DUDLEY, Brynmawr, Brecon, Ironmonger May 31 Powell & Hughes, Brynmawr
BEED, ANNE, Cambridge st, Hyde Park May 24 Williams & James, Thames Embankment
BLAIR, ANTHONY, Allithwaite, nr Grange over Sands, Lancs, Builder April 2 Ashburner, Ulverston
CASTLE, JEMIMA ANN, Manor Park, Essex May 16 Fairfax, Banbury
CRACKNALL, FRANK ARTHUR, Kensington, Malt Factor May 12 Crofton & Co Manchester
CROOK, THOMAS, Wigan, Fish Merchant June 10 Johnson, Wigan
DAVIES, WILLIAM, Johnstown, Carmarthen, Bookseller May 16 Morgan & Co, Carmarthen
DOBSON, JAMES, Middleton, Rothwell, Yorks, Maltster June 12 Jones & Co, Leeds
DOBSON, JOSEPH, Harrogate, Maltster June 12 Jones & Co, Leeds
DUKE, GEORGE, Steeple Morden, Cambridge, Farmer May 10 Wright, Cambridge
DYSON, JOHN, Southampton June 24 Robins & Co, Southampton
EVANS, ELLEN, Southampton May 24 Waller, Southampton
FENTON, EMILY, Stoke Newington May 12 Malkin & Co, Martin's la
GARDNER, WILLIAM, Liverpool, Schoolmaster May 24 Symonds, Liverpool
GARSON, JACOB, North Shields June 2 Dickinson & Co, North Shields
GAUDET, JULES, West Kensington May 16 Downer & Johnson, Union court, Old Broad st
GILLAM, ROBERT, Addison rd, Kensington, Solicitor May 31 Jeffery, Worcester
GRAHAM, FRANCES MARGARET, Barham, Kent June 2 Wightwick & Kingsford, Canterbury
GRAY, MATHEW, Esq, Abbey Wood, Kent May 31 Murray & Co, Birchin la
HAMMETT, THOMAS DAVIES, Swansea, Merchant May 16 Beor & Plant, Swansea
HARRISSON, Rev ROBERT EVERSON, Droxford, nr Bishop's Waltham, Hants May 12 Tucker & Co, New ct, Lincoln's inn
HARRISON, Rev WILLIAM, Pontesbury, Salop May 17 How & Son, Shrewsbury
HARWOOD, BENJAMIN, sen, Hendon, Dairy Farmer May 19 Wheatly & Co, New inn, Strand
HAWTIN, FRANCES, Whissendine, Rutland May 16 Fairfax, Banbury
HEATON, ELIZABETH, Sheffield June 7 Oxley & Coward, Rotherham
HEWLETT, ARCHER ROTCH, Maidenhead May 17 Hewlett & Co, Raymond bldgs, Gray's inn
HUDSON, JANE, Market Weighton, Yorks, Farmer June 2 Robson, Pocklington
JAMES, THOMAS, Weston super Mare, Starch Manufacturer May 31 Wansbrough & Co, Bristol
JARRETT, MARY SUSANNA, Dover May 24 E & H Elwin, Dover
JENNINGS, JOHN HENRY, Harrington sq, Hampstead rd May 14 Rutland, Chancery la
LAWS, WILLIAM THOMAS, Wandsworth, Licensed Victualler May 15 Chamberlayne, Gracechurch st
LINN, ALEXANDER GRAINGER, Liverpool May 31 Emmet & Co, Bloomsbury sq
LOVIBOND, EDWARD, Greenwich May 1 Barfield & Child, Plowden bldgs, Temple
MACNAB, ROBERT ALLAN, Crosshills, Kildwick, Yorks, Surgeon June 2 Rawnsley & Peacock, Bradford
MANECKCHAND, TULLOCKCHAND, Bombay, India May 22 Payne & Lattey, Leadenhall st
MARTIN, SAMUEL, Brightlingsea, Essex May 19 Page, Colchester
MERLIN, ISABELLA DOROTHEA, Lansdowne rd, Notting Hill May 10 Lydall & Sons, John st Bedford row
MILLETT-DAVIS, GEORGE MILLETT, Bath April 30 Leeman & Co, York
MORGAN, ALFRED, Piccadilly, Porter May 15 Burchells & Co, Westminster
MURPHY, JOHN, Mile End New Town May 20 Clapham & Co, Devonshire sq
NIELD, EDWARD, Moseley, Lancs May 19 Hyde, Moseley
NORTON, ARTHUR BEDDOES, Bishop's Castle, Salop May 8 Brown & Co, Stockport
OLIVER, THOMAS WILLIAM, Sedford May 31 Green & Co, Southampton
ORR, JAMES, Hove June 24 Clarke & Co, Old Broad st
RENTON, JAMES, Brenkley, Northumberland, Farmer May 31 Wilkinson & Marshall, Newcastle upon Tyne
RICHARDSON, ALFRED, Middlesborough, Cycle Dealer's Manager June 2 Harland & Ingham, Leeds
RICHARDSON, HENRY HAMILTON, Leeds June 2 Harland & Ingham, Leeds
RICHARDSON, MATTHEW HENRY, Leeds June 2 Harland & Ingham, Leeds
ROSTRON, WILLIAM, Choriton upon Medlock, Manchester May 31 Heath & Sons, Manchester
SHARMAN, CHARLOTTE, Leicester May 23 Burgess & Pike, Leicester
SHARROD, JOHN, The Mount, nr Eccleshall May 14 Lea, Eccleshall
SMART, ANN CAROLINE, Bedford sq, Bloomsbury June 1 Willson & Norman, Regent st, St James's
SPUFFORD, JOSEPH, Meppershall, Beds May 1 Wade-Gery & Broomhead, Shefford, Beds
STRINGER, FREDERICK JOHN, Grandison rd, Clapham Common, Builder May 12 Law & Worsam, Holborn viaduct
SWALLOW, GEORGE, Higher Crumpsall, Manchester June 1 Phythian & Bland, Manchester
TEMPLE, Rev JOSEPH ABBOTT, Acton June 24 Bleasmire & Shepherd, Penrith, Cumberland
WALLACE, WILLIAM, Linthorpe, nr Middlesbrough May 10 Robson & Punch, Middlesbrough
WHITEWAY, DANIEL, Birkenhead, Butcher May 14 Lamb & Co, Birkenhead
WILKINSON, JOSIAH, Manchester May 31 Heath & Sons, Manchester
WILLIAMS, MARY, Liverpool May 17 Whitley & Co, Liverpool
WILLS, FREDERICK JOHN, Northampton, Builders' Merchant May 8 Foulkes-Roberts, Prestatyn, North Wales

London Gazette.—TUESDAY, April 22.

AIREY, JAMES, Acton, Tailor June 1 Todd & Co, Chancery la
BARRACLOUGH, JOHN, Halifax, Plumber May 20 Walker & Son, Halifax
BRAIN, JOSEPH ROBERT, Reading, Compositor May 31 Brain & Brain, Reading
BELL, ROBERT, Stockton on Tees, Leather Merchant May 20 Wilson
BIRD, MARY ANN, Hitchin, Herts May 31 Poole & Boulting, Taunton
BLEASDALE, ANN, York June 2 E J & A Peters, York
BORAM, BENJAMIN, Thornwood Common, nr Epping, Woollen Draper May 19 Dommett & Son, Gresham st
BOULDERSON, IDA CLARE, Abbey rd, St John's Wood May 17 Leathley & Willes, Lincoln's inn fields
BROWN, WILLIAM HENRY, Pimlico, Private Tutor May 16 Yeilding & Co, Vincent sq, Westminster
BRUCE-SIMSON, EMMA, Upper Norwood May 31 Ford, Bedford row
CLILVERD, WILLIAM, Bexley Heath, Kent, Beershop keeper May 31 Hunt & Co, Grays, Essex
COUSINS, THOMAS GEORGE, Oxford June 24 W H & F Walsh, Oxford
DAVIDSON, JAMES, Sheffield, Scale Maker May 31 Webster & Styring, Sheffield
DE WINTON, General Sir FRANCIS WALTER, GCM, GCB, St James's Palace May 8 Trower & Co, New sq, Lincoln's inn
DYSON, JOHN, Manchester, Solicitor May 31 Poole & Co, Manchester
EDWARDS, EMMA AMELIA, Honor Oak Park June 7 Andrews & Co, Essex st, Strand
ELLIOTT, THOMAS CONNOCK, Bournemouth May 17 Morgan & Co, Holborn viaduct
FRANKLIN, EMMA, Aston, nr Birmingham June 3 Harper, Birmingham
GODFREY, ELIZABETH, Reading, Berks May 17 Martin & Martin, Reading
GOLDING, WILLIAM, East Peckham May 31 Stenning & Son, Maidstone
GOY, WILLIAM HILLIARD Barton upon Humber May 19 Goy & Co, Barton on Humber
HAIGH, JANE, Hipperholme, nr Halifax May 24 Foster, Halifax
HARDWICK, LUCY, Portishead, Somerset May 31 Wansbrough & Co, Bristol
HARFORD, RICHARD, Bristol, Cabinet Maker June 19 Perham & Son, Bristol
HARRIS, SOPHIA, St John's Wood June 4 Benjamin, Coleman st
HATZFELDT-WILDENBURG, His Excellency Count PAUL VON, Carlton House ter May 31 Guedalla & Cross, Essex st
HAWKINS, JOHN, Bradford June 6 Rawnsley & Peacock, Bradford
HAYWOOD, MARIA, Shirley, Warwick May 19 Cottrell & Son, Birmingham
JAGGER, WILLIAM, Shelf, nr Halifax May 26 Longbotham & Sons, Halifax
LOCKITT, GEORGE, Rushton Spencer, Staffs May 5 Latham, Congleton
LOUSADA, AGNES HENRIETTA, Uffculme, Devon May 31 Arnould & Son, New ct, Lincoln's inn
MCNULTY, BRYAN, Rodcar, Yorks, Licensed Victualler May 31 Carrick, Stokesley
MANSERGH, WILLIAM, Sutton Coldfield, Surgeon May 12 Mary Ellen Mansergh, Sutton Coldfield
MOLINSWORTH, Dame BEATRICE ANNE, Elm Park gdns May 29 Coode & Co, Bedford row
NICHOLLS, HANNAH MARIA, Gt Yarmouth May 1 Burton & Son, Gt Yarmouth
NICHOLS, JONAS, Southampton, Builder May 21 Perkins & Co, Southampton
PADBURY, GEORGE, Chipping Norton, Oxford, Ironmonger June 4 Wilkins & Tay, Chipping Norton
POOLE, WILLIAM, Brixton June 2 Hatchett & Co, Mark la
PRIDMORE, GEORGE ALEXANDER, Coventry, Manufacturer June 18 Kirby & Sons, Coventry
PUCKERING, JOHN, York, Joiner June 1 Kay, York
PURVER, FRANCIS ANN, Plymouth May 20 Bulteel & Rowe, Plymouth
SAHLER ANN, Harrow Weald May 31 Oldfield & Co, Walbrook
SERGEANT, LEWIS, St Luke's rd, Bayswater May 21 Stokes, Bedford row
SINCLAIR, DUNCAN EVANS, Barnes, Surrey June 3 Austin & Austin, Union ct, Old Broad st
SLATER, GEORGE, Heeley, Sheffield June 5 Kesteven, Sheffield
STUBT, ALWIN GEORGE, Norbiton, Surrey May 10 Tempany & Co, Bedford row
TAYLOR, MARY ELLEN, Brighton May 31 Gates, Brighton
THEOBALD, ELLEN, Enfield Highway May 18 Yeilding & Co, Vincent sq, Westminster
THORP, ELEANOR Cheltenham June 2 Winterbothams & Gurney, Cheltenham
WARBURTON, HOWGATE GREAVES, Leicester, Yarn Merchant June 3 Owston & Co, Leicester
WILDE, HENRY SEDGWICK, Pembroke gdns, Kensington June 10 Lovell & Co, Gray's inn sq
WILLIS HENRY WILLIAM, Kingston Hill, Surrey May 31 Adams & Hugonin, Long acre
YEATMAN, ELIZA, Margate May 27 Boys, Margate

London Gazette.—FRIDAY, April 25.

ANDREW, HENRY, Marple, Chester, Licensed Victualler May 30 Walker, New Mills, near Stockport
AULT, ANNE, Derby July 10 Powell, Derby
BAKER, ADAM, Oldham, Hosier May 16 Clark & Co, Oldham
BARNETT, ELIZABETH, Hulme, Manchester May 30 Dixon & Linnell, Manchester
BARRETT, EDWARD, Plymouth May 16 Bickle & Wilcocks, Plymouth
BENNETT, ROBERT, Hayfield, Derby, Chemical Manufacturer May 30 Walker, New Mills, near Stockport
BIGGS, MICHAEL, Leicester, Frame Work Knitter May 23 Burgess & Pike, Leicester
BLAU, EMMA, Bethnal Green May 26 Albu, New Broad st
BREWER, FANNY, Margate June 6 Hill, Margate
BROWN, JANE COULING, Wandsworth May 26 Greenside, Gt George st, Westminster
BYARS, WILLIAM, Pialstow, Baker May 31 Hilliearys, Broadway, Stratford
COUSAGE, ANN, Folkestone June 20 Beaumont & Son, Gt Winchester st
DAVIES, HENRY GILBERT RICE, Southam, Warwick, Solicitor May 9 S & S H Pilgrim, Hinckley
DAVIES, JOHN, Walthamstow, Surveyor May 31 Childs & Co, Chancery la
DAVIES, JOHN, Liverpool May 23 Knowles, Widnes
GALL, FREDERICK, Epping, Carman June 2 Cawdron, Chelmsford
GIBSON, MATTHEW, Mosedale, Cumberland, Farmer May 21 Arnison & Co, Penrith
GOODE KATHERINE ISABELLA, Llandudno May 1 Nisbet & Co, Lincoln's inn fields
GRIFFITHS, WILLIAM, Higher Broughton, nr Manchester, Plumber June 6 Doyle, Manchester
HALLAM, PERCY, Dore, Yorks May 31 Bramley & Son, Sheffield
HARDWICK, STEPHEN THOMAS, Loe, Bristol May 23 Hardley & Co, Charles st, St James's sq
HATTON, THOMAS PERRIS, Salford May 18 Crofton & Co, Manchester
HAYES, JOHN, Liverpool, Building Contractor June 2 Pride, Liverpool
HEMMING, GEORGE THOMAS, Longton, Staffs, Chemist May 16 Hawley, Longton
HIGHAM, MARY, Ashton under Lyne May 26 Whitworth & Co, Ashton under Lyne
HOARE, ROBERT GEORGE, Woolwich May 10 Hoare, Shooters Hill
HULME, SARAH, Basford, Staffs June 9 Hulme, Worcester
HUNT, ALBERT, Gladstone av, Noel Park May 31 Childs & Co, Chancery la
JENKINSON, CHARLOTTE FRANCES ACLAND, Maidenhead May 23 Tylee & Co, Essex st, Strand
JONES, WILLIAM, Oswestry June 1 Richards & Son, Llangollen
KIRBY, EDMUND ADOLPHUS, Newman st May 31 Peake & Co, Bedford row
LAMPREY, CHARLES, Wandsworth May 31 Storey & Co, Lndgate hill
LEE, Rev FREDERICK GEORGE, Earl's Court gdns May 31 Sanderson & Co, Queen Victoria st
LEETHAM SARAH, South Kensington June 18 Rollit & Sons, Mincing la
LOMBE, THOMAS ROBERT, MD, Torquay May 31 Johnson & Son, Gray's inn sq
LUCAS, Sir THOMAS, Kensington Palace gdns June 2 Cope & Co, Gt George st, Westminster
MACHIN, SARAH, Birmingham June 24 Rabnett, Birmingham
MALPAS, THOMAS, Codsall, Staffs, Butcher June 7 Willcocks & Taylor, Wolverhampton
MARSTON, ANN, South Kensington June 16 Cotton, Southampton bldgs, Chancery la
MAWDSLEY, JAMES, Taunton, nr Ashton under Lyne May 21 Eaton & Watson, Ashton under Lyne
MORGAN, JOHN DAVID, Landport, Portsmouth May 22 Biscoe-Smith & Blagg, Portsmouth
MORTIMER WILLIAM FROST, Putney, Draper May 10 Double, Cripplegate
PHILLIMORE, WILLIAM, Littlecott, Enford Wilts, Innkeeper June 24 Radcliffe, Devizes
PHILLIPS, CHARLES, Castleford, Yorks, Stoneware Manufacturer June 9 Dowling & Co, Bolton
PIKE, MARY ANN, Clapham May 26 C & E Woodroffe, Eastcheap
RANKLEY, WILLIAM, Shanklin, I of W May 31 Bailey, jun, Newport, I of W
REYNOLDS, BERKLEY THOMAS, Portishead, Somerset June 7 Flegg & Son, Laurence Pountney hill
ROEBUCK, JAMES MACDONALD, Wolverhampton May 26 May, Wolverhampton
RUSSELL, ANN PANTING, Wrexall, Somerset May 31 Wood, Wrington, Somerset
RUSSELL, HARRIET, Hyde Park June 2 Wise & Son, Ripon, Yorks
SKINNER, CHARLES WILLIAM DALE, Fulham June 1 Todd & Co, Chancery la
SMITH, GEORGE VANCE, Cranwells Bowdon, Chester June 7 Dendy & Paterson, Manchester
SMITH, MARGARET WYATT, Notting Hill May 31 Greig, Abingdon st, Westminster
SNOAD, JOHN, Maidstone July 1 Hossack & Simmonds, Nicholas la
STEELE STEPHEN, and ELIZABETH STEELE, Upper Tooting May 31 Carr & Co, High Holborn
TAYLOR, JOHN STOPFORD, Liverpool, Doctor June 1 North & Co, Liverpool
TITTERTON, CHARLES, Etwall, Derby, Farmer July 10 Powell, Derby
TOMPSETT, CHARLES, Chilham, Kent, Farmer May 24 Kingsford & Drake, Ashford
TURK ELIZA, King's Langley, Herts June 6 Taylor, Lincoln's inn fields
VERRIER, WALTER, Bristol, Draper June 7 Nunneley & Watterman, Bristol
WARD ELIZABETH ANN Harrow rd, Paddington May 25 Stilgoe, Essex st, Strand
WATSON, JOHN TAYLOR, Gt Yarmouth May 23 Chamberlin Gt Yarmouth
WATTS, JOHN ISAAC, Devizes, Farmer May 24 Walker, Dewsbury
WEBSTER THOMAS Stonehaven, Kincardine, North Britain May 23 Russell & Co, Old Jewry chambrs
WHITEHEAD, WILLIAM NICHOLSON, Birmingham May 31 Edge & Ellison, Birmingham
WILTON, WILLIAM HENRY, New Burlington st May 23 Attenborough, Piccadilly
WINSON, SARAH, Great Tey, Essex May 10 Jones & Son, Colchester
YATES, WILLIAM, Limehouse, Undertaker May 9 Miller & Co, Telegraph st

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 2.

RECEIVING ORDERS.

AYERS, HARRIET, Penygraig, Glam Pontypridd Pet April 26 Ord April 28

BAGHURST, CHARLES, Swindon, Grocer Swindon Pet April 29 Ord April 29

BARTON, FRANCIS HENRY, Tottenham, Laundry Manager Edmonton Pet March 7 Ord April 28

BENNETT, JAMES, Aberfan, Glam, Greengrocer Merthyr Tydfil Pet April 26 Ord April 26

BIRD-DAVIS, CHARLES HENRY, Yealmpton, Devon, Commission Agent Plymouth Pet April 7 Ord April 17

BONUTO, ELEANOR, Cornwall rd, Westbourne Park High Court Pet March 25 Ord April 29

BOULTER, WALTER, Aylestone Park, Leicester, Joiner Leicester Pet April 30 Ord April 30

BRUMPTON, SARAH ANN, Coatham, Redcar, Yorks, Fancy Dealer Middlesbrough Pet April 29 Ord April 29

CARROLL, HENRY, Liverpool, Stationer Liverpool Pet April 12 Ord April 26

CARRUTHERS, JAMES, and JOSEPH CARRUTHERS, Cockermouth, Cumberland, Tailors Cockermouth Pet April 30 Ord April 30

CARTER, THOMAS, Leeds, Fish Hawker Leeds Pet April 30 Ord April 30

CHORLTON, ALFRED, Bolton, Dancing Master Bolton Pet April 29 Ord April 29

CHORLTON, ELLEN, Bolton, Boarding House Keeper Bolton Pet April 29 Ord April 29

CLARKE, WILLIAM THOMAS, Hereford, Fruiterer Hereford Pet April 28 Ord April 28

CLAYTON, RALPH, Burnley, Hawker Burnley Pet April 28 Ord April 28

COLLINS [RAYMOND ROBERT, Gray's inn pl, Gray's inn High Court Pet March 24 Ord April 29

COOPER, THOMAS, Ashmanhaugh, Norfolk, Labourer Norwich Pet April 30 Ord April 30

CROSS, WALTER, Welshampton, Salop, Corn Merchant Wrexham Pet April 28 Ord April 28

DICKENSON, JAMES, King's Heath, Worcester, Painter Birmingham Pet April 30 Ord April 30

FARWELL, FREDERICK CHARLES, Corscombe, Dorset, Grocer Yeovil Pet April 30 Ord April 30

FAVELL, FREDERICK, Fulham, Pedlar High Court Pet April 29 Ord April 29

FLETCHER, HERBERT SENIOR, Hockley, Notts, Lace Warehouseman Nottingham Pet April 9 Ord April 25

FOSTER, JOHN, Wigan, Grocer Wigan Pet April 22 Ord April 29

GARNER, ROBERT CLARKSON, Newark upon Trent, Librarian Nottingham Pet April 30 Ord April 30

GIBSON, WILLIAM, Uxbridge, Commercial Clerk Windsor Pet April 28 Ord April 28

GWYTHER, GEORGE HENRY, Maesteg, Glam, Tailor Cardiff Pet April 30 Ord April 30

HARRIS, JOHN, Birmingham, General Iron Plate Worker Birmingham Pet April 29 Ord April 29

HART, WILLIAM HENRY, Willenhall, Staffs, Carpenter Wolverhampton Pet April 29 Ord April 29

HEALEY, BENJAMIN, Birstall, Yorks, Hosier Dewsbury Pet April 26 Ord April 26

KIRKHAM, JOHN HERBERT, Newtown, Montgomery, Butcher Newtown Pet April 29 Ord April 29

MARSH, FREDERICK, Harpenden, Herts St Albans Pet April 29 Ord April 29

MARTIN, PERCY THOMAS, Worthing, Tailor Brighton Pet April 29 Ord April 29

MINTON, WILLIAM CHARLES, Penrhiwceiber, Glam, Ironmonger Pontypridd Pet April 28 Ord April 28

MOORE, HENRY THOMAS GEORGE, Luton, Beds, Warehouseman Luton Pet April 29 Ord April 29

PENNINGTON, N G, Richmond, Surrey, Architect Wandsworth Pet March 21 Ord April 29

PRATT, HARRY, Bradford, Builder Bradford Pet April 28 Ord April 28

RING, CHARLES COMPTON, Stradbroke Eye, Suffolk Ipswich Pet April 12 Ord April 29

ROSENBERG, JOSEPH, Leeds, Cabinet Maker Leeds Pet April 21 Ord April 25

SMITH, JOHN EDWARD, Keighley, Yorks, Packing Case Maker Bradford Pet April 29 Ord April 29

SYLVESTER, JOHN, Nottingham Nottingham Pet April 11 Ord April 28

THOMAS, JOHN, Caledon House, nr Coventry, Poultry Farmer Coventry Pet April 17 Ord April 28

TILL, FREDERICK JOHN, Portishead, Somerset, Farmer Bristol Pet April 28 Ord April 28

TILLEY, FRANCIS EDWARD, Kettering, Northampton, Baker Northampton Pet April 24 Ord April 24

TOWNSEND, JAMES, Horsforth nr Leeds, Plasterer Leeds Pet April 25 Ord April 25

TURNER, WILLIAM ELIJAH, Stalybridge, Cheshire, Butter Merchant Ashton under Lyne Pet April 28 Ord April 28

WALTERS, ARTHUR JAMES WILLIAM, Chellaston, Derbys, Farmer Derby Pet April 29 Ord April 29

WARREN, CHARLES ROBINSON, Shaftesbury av, Music Hall Artist High Court Pet April 28 Ord April 28

WATTS, EDWIN THOMAS TELBIN, Devizes, Wilts, Licensed Victualler Bath Pet April 28 Ord April 28

WEATHERALL, RICHARD, Durham, Grocer Durham Pet April 28 Ord April 28

WILKINSON, JOSEPH, Heath Town, nr Wolverhampton, Grocer Wolverhampton Pet April 28 Ord April 28

WILLIAMS JOHN FREDERICK, Elan Valley Hotel, nr Rhayader, Radnor, Hotel Keeper Newtown Pet April 17 Ord April 29

WOODHOUSE, THOMAS, Bilston, Staffs, Builder Wolverhampton Pet April 30 Ord April 30

Amended notice substituted for that published in the London Gazette of Jan 14:

HELSBY, ERNEST ARTHUR, Ashton on Mersey, Cheshire Manchester Pet Dec 21 Ord Jan 10

FIRST MEETINGS.

ANDERSON, CHARLES GEORGE, Chatham, Kent, Coachbuilder May 26 at 12.15 115, High st, Rochester

BISHOP, HENRY, Leicester, Fishmonger May 9 at 12.30 Off Rec, 1, Berridge st, Leicester

BOSISTO, ELEANOR, Cromwell rd, Westbourne Park May 13 at 12 Bankruptcy bldgs, Carey st

BROWN, KATIE CLIFFORD, Harrogate May 14 at 1 ff Rec, The Red House, Duncombe pl, York

CHILDS, GEORGE, Winton, Bournemouth, Baker May 12 at 12 30 The Grand Hotel Bournemouth

CHIVERS, TOM GODFREY, Aberdare, Yeast Merchant May 9 at 2 135, High st, Merthyr Tydfil

CHORLTON, ALFRED, Bolton, Dancing Master May 12 at 3 19, Exchange st, Bolton

CHORLTON, ELLEN, Bolton, Boarding house Keeper May 12 at 3 30 19, Exchange st, Bolton

COLLINS, RAYMOND ROBERT, Gray's inn pl, Gray's inn May 13 at 2 30 Bankruptcy bldgs, Carey st

EARL, G & C, Sheffield, Builders May 9 at 12 Off Rec, Figtree ln, Sheffield

FAVELL, FREDERICK, Fulham, Pedlar May 12 at 11 Bankruptcy bldgs, Carey st

FECHT, ALBRECHT EDWARD RICHARD, Leeds, Yarn Merchant's Manager May 14 at 11 Off Rec, 22, Park row, Leeds

GREY, WILLIAM JAMES, Mutley, Plymouth, Photographer May 9 at 11 6, Athenæum ter, Plymouth

HALL, EDWARD POTTER, Cradley, Worcester, Unitarian Minister May 12 at 1.30 Mr W. E. Skelding, Auctioneer, High st, Stourbridge

HURST, CHARLES EDWARD, Seedley, Salford, Grocer May 9 at 3 Off Rec, Byrom st, Manchester

JEFFREYS, ANDREW, Longframlington, Northumberland, Innkeeper May 9 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne

JENKINS, JAMES, Porth, Glam, Draper May 9 at 2.30 135, High st Merthyr Tydfil

KLAINMAN, PAUL, Manchester, Cap Manufacturer May 9 at 2.30 Off Rec, Byrom st, Manchester

MARTIN, PERCY THOMAS, Worthing, Tailor May 15 at 10 Off Rec, 4, Pavilion bldgs, Brighton

MEGGITT, JOSEPH BLOOM, Mansfield, Notts May 9 at 12 Off Rec, 4 Castle pl, Park st, Nottingham

PALMER, HERBERT, Leicester, Painter May 9 at 3 Off Rec, 1, Berridge st, Leicester

PARKER, JOSEPH, St Leonardgate, Lancs, Beerseller May 9 at 3 Off Rec, 14, Chapel st, Preston

PAUL, ROBERT, Penge, Builder May 12 at 11.30 24, Railway app London Bridge

PETTY, WILLIAM HENRY, Briarfield, Lancs, Painter May 9 at 3.30 Off Rec, 14, Chapel st, Preston

PIDGEON, JAMES, Sparkbrook, Birmingham, Builder May 13 at 11 Off Rec, Wolverhampton

PRATT, HARRY, Bradford, Builder May 12 at 11 Off Rec, 31, Manor row, Bradford

RICHARDS, HENRY JAMES, St Ives, Cornwall, ouse Decorator May 10 at 1 Off Rec, Boscawen st, Truro

ROSENBERG, JOSEPH, Leeds, Cabinet Maker May 9 at 11.30 Off Rec, 22, Park row, Leeds

TERRY, GEORGE, Chipham, nr Emsworth, Sussex, Dealer May 15 at 11 Off Rec, 4, Pavilion bldgs, Brighton

TOWNSEND, JAMES, Horsforth, nr Leeds, Plasterer May 9 at 11 Off Rec, 22, Park row, Leeds

TRAVES, MARY ANN, Pokesdown, Southampton May 12 at 12 The Grand Hotel, Bournemouth

TUDOR, ALICK LEWIS, Hanley Castle, Worcester, Carpenter May 10 at 11 30 45, Copenhagen st, Worcester

VENABLE, SAMUEL, Poole, Painter May 12 at 12.45 The Grand Hotel, Bournemouth

WESTON, WILLIAM JOHN, Manchester, Plumber May 9 at 3.30 Off Rec, Byrom st, Manchester

WILKINSON, FRED, Middlesborough, Innkeeper May 9 at 12.30 Off Rec, 8, Albert rd, Middlesborough

ADJUDICATIONS.

AYERS, HARRIET, Penygraig, Glam Pontypridd Pet April 28 Ord April 28

BAGHURST, CHARLES, Swindon, Grocer Swindon Pet April 29 Ord April 29

BENNETT, JAMES, Aberfan, Glam, Greengrocer Merthyr Tydfil Pet April 26 Ord April 26

BENNETT, WILLIAM THOMAS, Plymouth, Coal Merchant Plymouth Pet April 11 Ord April 30

BLISS ARTHUR JAMES, Aston, Birmingham, Boot Dealer Birmingham Pet April 26 Ord April 30

BONNETT GEORGE, Bristol, Insurance Agent Bristol Pet April 17 Ord April 29

BOULTER, WALTER, Aylestone Park, Leicester, Joiner Leicester Pet April 30 Ord April 30

BRUMPTON, SARAH ANN, Redcar, Yorks, Fancy Dealer Middlesbrough Pet April 29 Ord April 29

CARTER, THOMAS, Leeds, Fish Hawker Leeds Pet April 30 Ord April 30

CHORLTON, ALFRED, Bolton, Dancing Master Bolton Pet April 29 Ord April 29

CHORLTON, ELLEN, Bolton, Boarding house Keeper Bolton Pet April 29 Ord April 29

CLAYTON, RALPH, Burnley, Hawker Burnley Pet April 28 Ord April 28

COOPER, THOMAS, Ashmanhaugh, Norfolk, Labourer Norwich Pet April 30 Ord April 30

CROSS, WALTER, Welshampton, Salop, Corn Merchant Wrexham Pet April 28 Ord April 28

DICKENSON, JAMES, King's Heath, Worcester, Painter Birmingham Pet April 30 Ord April 30

FARWELL, FREDERICK CHARLES, Corscombe, Dorset, Grocer Yeovil Pet April 30 Ord April 30

FAVELL, FREDERICK Fulham, Pedlar High Court Pet April 29 Ord April 29

GARNER, ROBERT CLARKSON, Newark upon Trent, Notts, Librarian Nottingham Pet April 30 Ord April 30

GIBSON, WILLIAM Uxbridge, Commercial Clerk Windsor Pet April 28 Ord April 28

GWYTHER, GEORGE HENRY, Maesteg, Glam, Tailor Cardiff Pet April 30 Ord April 30

HANSSEN, CHARLES FREDERICK JULIUS, Mark ln, Export Butter Merchant High Court Pet March 12 Ord April 28

HARRIS, JAMES, Presteign, Licensed Victualler Leominster Pet April 12 Ord April 29

HART, WILLIAM HENRY, Willenhall, Staffs, Carpenter Wolverhampton Pet April 29 Ord April 29

HEALEY, BENJAMIN, Birstall, Yorks, Hosier Dewsbury Pet April 26 Ord April 26

HURST, HENRY E. Portman mans, Baker st, Company Promoter High Court Pet Nov 5 Ord April 25

KIRKHAM, JOHN HERBERT, Newtown, Montgomery, Butcher Newtown Pet April 29 Ord April 29

MARTIN, PERCY THOMAS, Worthing, Tailor Brighton Pet April 29 Ord April 29

MINTON, WILLIAM CHARLES, Penrhiwceiber, Glam, Ironmonger Pontypridd Pet April 28 Ord April 28

PEARL, CHARLES Gloucester, Tobacconist Gloucester Pet April 12 Ord April 30

PEARSON, JOHN THOMAS, Sheffield, Licensed Victualler Sheffield Pet April 7 Ord April 30

PRATT, HARRY, Bradford, Builder Bradford Pet April 28 Ord April 28

ROBINS, MATTHEW, Croydon, Debenture Broker Croydon Pet Feb 19 Ord April 28

ROSENBERG, JOSEPH, Newtown, Leeds, Cabinet Maker Leeds Pet April 21 Ord April 25

SANDERSON, ARTHUR JAMES, Brixton, Company Promoter High Court Pet Jan 4 Ord April 29

TILLEY, FRANCIS EDWARD, Kettering, Northampton, Baker Northampton Pet April 24 Ord April 24

TOWNSEND, JAMES, Horsforth. nr Leeds, Plasterer Leeds Pet April 25 Ord April 25

TURNER, WILLIAM ELIJAH, Stalybridge, Cheshire, Butter Merchant Ashton under Lyne Pet April 28 Ord April 28

WALTERS, ARTHUR JAMES WILLIAM, Chellaston, Derby, Farmer Derby Pet April 29 Ord April 29

WARREN, CHARLES ROBINSON, Shaftesbury av, Music Hall artiste High Court Pet April 28 Ord April 28

WATTS, EDWIN THOMAS TELBIN, Devizes, Wilts, Licensed Victualler Bath Pet April 28 Ord April 28

WEATHERALL, RICHARD, Durham, Grocer Durham Pet April 28 Ord April 28

WILKINSON, JOSEPH, Heath Town, nr Wolverhampton, Grocer Wolverhampton Pet April 28 Ord April 28

WOODHOUSE, THOMAS, Bilston, Staffs, Builder Wolverhampton Pet April 30 Ord April 30

Amended notice substituted for that published in the London Gazette of Feb 4:

HELSBY, ERNEST ARTHUR, Ashton on Mersey, Cheshire Manchester Pet Dec 21 Ord Jan 31

ADJUDICATION ANNULLED AND RECEIVING ORDER RESCINDED.

FARREN, HENRY, Park ln, Stoke Newington High Court Rec Ord July 29, 1897 Adjud July 29, 1897 Rese and Annul April 25, 1902

London Gazette.—TUESDAY, May 6.

RECEIVING ORDERS.

BAMBRIDGE, HENRY BENJAMIN, Coventry, Grocer Coventry Pet May 1 Ord May 1

BARGE, HARRY, Yeovil, Carpenter Yeovil Pet May 1 Ord May 1

BLACKBURNE, GEORGE HENRY, Dewsbury, Artist Dewsbury Pet April 19 Ord April 30

BLAKISTON, JOHN, jun, South Shields, Glass Merchant Newcastle on Tyne Pet May 2 Ord May 2

BLUMENFELD, ABRAHAM, Leigh, Draper Bolton Pet May 2 Ord May 2

BRINING, THOMAS, Richmond hill, Leeds, Boot Last Manufacturer Leeds Pet May 1 Ord May 1

CLARIDGE, WILLIAM HENRY, Old Bradwell, Bucks, Licensed Victualler Northampton Pet May 3 Ord May 3

DAVIES, WILLIAM, Smallwood Manor, Uttoxeter, Stockman Walsall Pet April 28 Ord April 28

DRINKWATER, ROBERT WILLIAM, Barrow in Furness, Boot Maker Barrow in Furness Pet May 1 Ord May 1

DURHAM, WALTER, and HARRY DURHAM, Cardiff, Umbrella Manufacturers Cardiff Pet April 25 Ord April 30

ELSON, ALFRED, Leicester, Innkeeper Leicester Pet May 3 Ord May 3

EVERSON, HENRY, Cathays, Cardiff, Corn Merchant Cardiff Pet May 2 Ord May 2

FALOKE MONTAGUE, Kensington High st, Kensington High Court Pet April 9 Ord May 2

FOWLER, CHARLES, Girlington, Bradford, Farmer Bradford Pet April 17 Ord May 1

GOODALL, WALTER, Haslington, nr Crewe, Butcher Crewe Pet April 17 Ord May 1

GOULD, ALFRED, Brixton, Isinglass Manufacturer High Court Pet March 27 Ord May 2

HARDY, WILLIAM HUNTER, Dover, Solicitor Canterbury Ord April 29

HAWORTH, RICHARD NIMROD, Gray's inn pl, Gray's inn, Solicitor High Court Pet Dec 12 Ord May 2

HEWKIN, WILLIAM, Saddleworth, Yorks, Joiner Oldham Pet April 21 Ord May 2

HIRST, TOM EGERTON, Rotherham, Yorks, Commercial Traveller Sheffield Pet May 2 Ord May 2

HOCKING, JAMES, Leicester, Wine Merchant Leicester Pet April 18 Ord May 2

JONES, DAVID, sen, and DAVID JONES, jun, Llanrwst, Denbighs, Coal Merchants Portmadoc Pet April 30 Ord April 30

LEWIS, HENRY PHILLIPS, Newport, Mon, Grocer Newport Pet April 19 Ord May 2

LUNCH, VALENTINE, Kentish Town rd, Butcher's Manager High Court Pet May 1 Ord May 1

OCKLESHAW-JOHNSON, JOHN RICHARD, Gt College st, Westminster, Solicitor High Court Pet Feb 24 Ord May 2

PARFITT, JOHN, Brynmawr, Brecon, Hairdresser Tredegar Pet May 1 Ord May 1

PARKER, MAUD ELIZABETH SOPHIA, and FLORENCE MARION PARKER, Bournemouth, Boarding House Keepers Poole Pet May 3 Ord May 3

PILCHER, FORD WILFRID, Ashford, Kent, Tobacconist Canterbury Pet April 18 Ord May 1

POWELL, ALFRED, Hammersmith High Court Pet April 3 Ord April 30
SHAND, CHARLES, Longridge rd, Earl's Court, Tea Garden Owner High Court Pet April 10 Ord May 1
SHARLAND, ALFRED THOMAS COMMINS, Ryde, I of W, Coal Merchant Newport Pet May 2 Ord May 2
SLATER, HENRY, Umberston st, Commercial rd, Baker High Court Pet April 8 Ord May 1
SUGDEN, GEORGE, Farnhill, nr Kildwick, Yorks Bradford Pet May 2 Ord May 2
VETROMILE, CHARLES V, Cardiff, Ship Chandler Cardiff Pet April 23 Ord May 1
WILD, WILLIAM, Margate, Advertising Agent Canterbury Pet April 21 Ord May 1
WOOD, ARTHUR, Derby Derby Pet May 1 Ord May 1

FIRST MEETINGS.

AYRES, HARRIET, Penygraig, Glam May 13 at 3 135, High st, Merthyr Tydfil
BAGHURST, CHARLES, Swindon, Grocer May 14 at 11 Off Rec. 38, Regent circus, Swindon
BAIMBRIDGE HENRY BENJAMIN, Coventry, Grocer May 13 at 12 Off Rec, 17, Hertford st, Coventry
BARGE, HARRY, Yeovil, Carpenter May 13 at 12.30 Off Rec, Endless st, Salisbury
BENNETT, JAMES, Aberfan, Glam, Greengrocer May 14 at 12 135, High st, Merthyr Tydfil
BLACKBURN, GEORGE HENRY, Westborough, Dewsbury, Artist May 15 at 3 County Court House, Dewsbury
BLAKISTON JOHN, jun, South Shields, Glass Merchant May 13 at 11.30 Off Rec, 30, Mosley st, Newcastle on Tyne
BLISS, ARTHUR JAMES, Aston, Birmingham, Boot Dealer May 16 at 11 174, Corporation st, Birmingham
BOULTER, WALTER, Aylestone Park, Joiner May 13 at 12 30 Off Rec, 1, Berridge st, Leicester
BRIGGS, GEORGE HARRY, Oldham, Bookkeeper May 14 at 3 Off Rec, Byrom st, Manchester
CARTER, THOMAS, Leeds, Fish Hawker May 14 at 12 Off Rec, 22, Park row, Leeds
CHAPMAN, WALTER ROBINSON, Darlington, Hatter May 28 at 3 Off Rec, 8, Albert rd, Middlesborough
CLARKE, WILLIAM GEORGE, Pontypool, Mon, Fruiterer May 14 at 11 Off Rec, Westgate chmbrs, Newport, Mon
COOPER, THOMAS, Ashmanhaugh, Norfolk, Labourer May 14 at 10 30 Off Rec, 8, King st, Norwich
DOWNING, JOHN WESLEY, Wolverhampton, Solicitor May 13 at 11.30 Off Rec, Wolverhampton
FALCKE, MONTAGUE, Kensington High st, Kensington May 15 at 12 Bankruptcy bldgs, Carey st
FARWELL, FREDERICK CHARLES, Corscombe, Dorset, Grocer May 13 at 12 Off Rec, Endless st, Salisbury
FLETCHER HERBERT SENIOR, Hockley, Notts, Lace Warehouseman May 13 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
FOSTER JOHN, Wigan, Grocer May 13 at 3 19, Exchange st, Bolton
FOWLER, CHARLES, Girlington, Bradford, Farmer May 15 at 11 Off Rec, 31, Manor row, Bradford
GARNER, ROBERT CLARKSON, Newark upon Trent, Librarian May 16 at 12 Off Rec, 4, Castle pl, Park st, Nottingham
GIBSON, WILLIAM, Uxbridge, Commercial Clerk May 31 at 1 95, Peascod st, Windsor
GREEN, GEORGE, Newport, Mon, Milkseller May 14 at 11.30 Off Rec, Westgate chmbrs, Newport, Mon
GWYTHER, GEORGE HENRY, Maesteg, Glam, Tailor May 14 at 11 127, St Mary st, Cardiff
HEALEY, BENJAMIN, Birstall, Yorks, Hosier May 15 at 11 Off Rec, Bank chmbrs, Batley
ISAACS, JOHN, Deptford, Licensed Victualler May 15 at 2 30 Bankruptcy bldgs, Carey st
KIRKHAM, JOHN HERBERT, Newtown, Montgomery, Butcher May 22 at 10 30 1, High st, Newtown
NICHOLLS, JAMES, Bucknall st, Oxford st, Fruit Merchant May 14 at 12 Bankruptcy bldgs Carey st
PILCHER, FORD WILFRID, Ashford, Kent, Tobacconist May 15 at 11 Off Rec, 68, Castle st, Canterbury
POWELL, ALFRED, Hammersmith May 14 at 12 Bankruptcy bldgs, Carey st
RISING, CHARLES COMPTON, Stradbroke, Suffolk May 16 at 3 36, Princes st, Ipswich
SHAND, CHARLES, Earl's Court, Tea Garden Owner May 16 at 11 Bankruptcy bldgs, Carey st
SHEPPARD, CHARLES Landore, Swansea, Baker May 14 at 12 Off Rec, 31, Alexandra rd, Swansea
SLATER, HENRY, Umberston st, Commercial rd, Baker May 16 at 11 30 Bankruptcy bldgs, Carey st
SMITH, JOHN EDWARD, Keighley Yorks, Packing Case Maker May 14 at 12 30 Off Rec, 31, Manor row, Bradford
SYLVESTER, JOHN, Nottingham May 13 at 12.30 Off Rec, 4, Castle pl, Park st, Nottingham
TILL, FREDERICK JOHN, Portishead, Somerset, Farmer May 14 at 11 45 Off Rec, 26, Baldwin st, Bristol
TILLEY FRANCIS EDWARD, Kettering, Northampton, Baker May 13 at 11 Off Rec, Bridge st, Northampton
TURNER, WILLIAM ELIJAH, Stalybridge, Butter Merchant May 14 at 2 30 Off Rec, Byrom st, Manchester
WALSH, ANDREW, Aston, Warwick, Grocer May 14 at 11 174, Corporation st, Birmingham
WALSH, WILLIAM, sen, WILLIAM WALSH, jun, and JAMES WALSH Church, Lancs Builders May 14 at 11 Off Rec, 14, Chapel st, Preston
WALTERS, ARTHUR JAMES WILLIAM, Chellaston, Derby, Farmer May 13 at 3 Off Rec 47, Full st, Derby
WARREN, CHARLES ROBINSON, Shaftesbury av, Music Hall Artiste May 14 at 11 Bankruptcy bldgs, Carey st
WATTS EDWIN THOMAS TELBIN, Devizes, Wilts, Licensed Victualler May 14 at 11 30 Off Rec, 26, Baldwin st, Bristol
WILD, WILLIAM, Margate, Advertising Agent May 15 at 10 30 Off Rec, 68, Castle st, Canterbury
WILLIAMS, JOHN FREDERICK, Rhayader, Radnor, Hotel Keeper May 15 at 2 The Rock Hotel, Llandrindod Wells
WILLIAMS, LLEWELLYN, Darlington, Moulder's Labourer May 28 at 3 Off Rec, 8, Albert rd, Middlesbrough

ADJUDICATIONS.

ARMSTRONG, GEORGE, Scarborough, Commercial Traveller Scarborough Pet March 7 Ord May 2
BAIMBRIDGE, HENRY BENJAMIN, Coventry, Grocer Coventry Pet May 1 Ord May 1
BIRLEY, HORACE CLAUDE VICTOR, and THOMAS BICKERSTETH BRALEY, Liverpool, Solicitors Liverpool Pet Feb 25 Ord May 1
BLUMENFELD, ABRAHAM, Leigh, Lancs, Draper Bolton Pet May 2 Ord May 2
BRINING, THOMAS Leeds, Boot Last Manufacturer Leeds Pet May 1 Ord May 1
CARTWRIGHT, GEORGE EDWARD, Louth, Lincs, Baker Nottingham Pet March 18 Ord April 30
CLARIDGE, WILLIAM HENRY, Old Bradwell, Bucks, Licensed Victualler Northampton Pet May 3 Ord May 3
DAVIES, WILLIAM, Uttoxeter, Staffs, Stockman Walsall Pet April 28 Ord April 28
DRINKWATER, HOBERT WILLIAM, Barrow in Furness, Shoe maker Barrow in Furness Pet May 1 Ord May 1
ELSON, ALFRED, Leicester, Innkeeper Leicester Pet May 3 Ord May 3
EVERSON, HENRY, Cathays, Cardiff, Corn Merchant Cardiff Pet May 2 Ord May 2
FREEMAN, ALICE, Brighton, Toy Dealer Brighton Pet April 3 Ord May 1
GREEN, GEORGE, Newport, Milkseller Newport, Mon Pet April 26 Pet May 1
HIRST, TOM EGERTON, Rotherham, Yorks, Commercial Traveller Sheffield Pet May 2 Ord May 2
JONES, DAVID, sen, and DAVID JONES, jun, Llanrwst, Denbigh, Coal Merchants Portmadoc Pet April 30 Ord April 30
KEELING, TOM, Timsbury, Somerset, Builder Wells Pet March 25 Ord May 1
LEWIS, HENRY PHILLIPS, Newport, Grocer Newport, Mon Pet April 19 Ord May 3
LILLEY, BENJAMIN, Aston, Birmingham, Milk Seller Birmingham Pet April 2 Ord May 2
LUNCH, VALENTINE, Kentish Town rd, Butcher's Manager High Court Pet May 1 Ord May 1
MARSH, FREDERICK, Harpenden, Herts St Albans Pet April 29 Ord April 29
PARFITT, JOHN, Brynmawr, Brecon, Hairdresser Tredegar Pet May 1 Ord May 1
PARGE, HARRY, Yeovil, Carpenter Yeovil Pet May 1 Ord May 1
PARKER MAUD ELIZABETH SOPHIA, and FLORENCE MARION PARKER Bournemouth, Boarding house Keepers Poole Pet May 3 Ord May 3
PERRY, ALEXANDER WILLIAM, Ludgate hill, Publisher High Court Pet Feb 3 Ord April 30
SHARLAND, ALFRED THOMAS COMMINS, Ryde, I of W, Coal Merchant Newport Pet May 2 Ord May 2
SHEEN, THOMAS HAYES, Upper Baker st High Court Pet July 9 Ord April 28
SIEVIER, HERBERT PERCEVAL, St. James's High Court Pet Feb 1 Ord May 2
SUGDEN, GEORGE, Farnhill, nr Kildwick, Yorks Bradford Pet May 2 Ord May 2
THOMAS, HENRY GEORGE, Redfield, Bristol, Pianoforte Dealer Bristol Pet April 25 Ord May 3
TRATT, JAMES, Southleigh, Devon, Farmer Exeter Pet April 2 Ord April 30
WAY, JOHN HORSFALL, Metropolitan Cattle Market, Licensed Victualler High Court Pet March 22 Ord May 2
WOOD, ARTHUR, Derby Derby Pet May 1 Ord May 1

ADJUDICATION ANNULLED.

THISSEN, FREDERICK Morriston, nr Swansea, Shipper Swansea Adjud Sept 25, 1899 Annul April 30

Where difficulty is experienced in procuring the SOLICITORS' JOURNAL *with regularity it is requested that application be made direct to the Publisher, at 27, Chancery-lane.*

By Order of the Trustees.